



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      RP, MNDCT, PSF, FFT

### Introduction

The Tenant applies for the following relief under the *Residential Tenancy Act* (the “Act”):

- An order pursuant to s. 62 that the Landlord provide services or facilities required by the tenancy agreement;
- An order pursuant to s. 32 that the Landlord repairs to the site or property;
- An order for monetary compensation pursuant to s. 67; and
- Return of their filing fee pursuant to s. 72.

J.S-G. appeared as the applicant Tenant. He was joined by his partner, M.S-G.. The Landlord did not attend, nor did someone attend on their behalf.

Pursuant to Rule 7.1 of the Rules of Procedure, the hearing began as scheduled in the Notice of Dispute Resolution. As the Landlord failed to attend, the hearing was conducted without their participation as permitted by Rule 7.3 of the Rules of Procedure.

The parties affirmed to tell the truth during the hearing. I advised of Rule 6.11 of the Rules of Procedure, in which the participants are prohibited from recording the hearing. The parties confirmed that they were not recording the hearing.

The Tenant advises that the Notice of Dispute Resolution and evidence was served on the Landlord by way of registered mail sent on November 20, 2021. The Tenant provides a copy of the registered mail tracking receipt confirming this. I find that the Tenant served his application materials in accordance with s. 89 of the *Act*. Pursuant to s. 90 of the *Act*, I deem that the Landlord received the Tenant’s application materials on November 25, 2021.

Issue(s) to be Decided

- 1) Should the Landlord be ordered to undertake repairs?
- 2) Should the Landlord be ordered to provide services required by the tenancy agreement?
- 3) Is the Tenant entitled to monetary compensation?
- 4) Is the Tenant entitled to the return of their filing fee?

Background and Evidence

The parties were given an opportunity to present evidence and make submissions. I have reviewed all written and oral evidence provided to me by the parties, however, only the evidence relevant to the issue in dispute will be referenced in this decision.

The Tenant confirms the following details of the tenancy:

- The tenancy began in approximately April 2020;
- Rent of \$2,200.00 is due on the first day of each month; and
- The Landlord holds a security deposit of \$1,100.00 in trust for the Tenant.

The Tenant indicates that there is a written tenancy agreement but did not put it into evidence.

The Tenant indicates that they have a washer and dryer within their rental unit, which they say forms part of the tenancy as it is to be provided by the Landlord as per the tenancy agreement.

The Tenant testified that the washer and dryer stopped working in April 2021. They indicate that there was a water leak in the washing machine that caused some damage to the flooring in the closet where the washer and dryer were located. The Tenant says that the flooring damage has resulted in their washer and dryer being stored within the dining area of their rental unit.

The Tenant further indicates that they advised the Landlord with respect to the washer and dryer and flooring issue in April 2021. The Tenant says they have had several conversations with the Landlord all to no avail as the issue has not been addressed. The Tenant provides email correspondence dated August 12, 2021 inquiring about the washer and dryer as he has been without it for a “few months now”.

The Tenant indicates that he had personally hired a repair person in November 2021 to attend the rental unit to look at the washer and dryer. The Tenant testified that the repair person advised that the washer and dryer could not be easily repaired and that it would be cheaper to replace them. The Tenant says that the cost of having the repair person attend the rental unit was \$99.00. No receipts were given by the repair person as the Tenant says it was paid in cash.

The Tenant indicates that they have been attending the laundromat since April 2021 and provides a series of receipts from April 16, 2021 to October 17, 2021. Each receipt indicates a cost of \$120.00 for laundry service paid in cash. The Tenant claims that the total number of laundromat visits from April 2021 to date has been 46 and that each visit has cost them \$120.00 per visit.

The Tenant also seeks mileage for attending the laundromat. They indicate that a return trip from the rental unit to the laundromat is 18.4 KM. They seek mileage in the amount of \$0.59/KM, which they say is the amount given by the CRA when mileage is claimed.

The Tenant continues to reside within the rental unit. The flooring and the washer and dryer have not been repaired to date.

### Analysis

The Tenant seeks repairs and compensation related to a broken washer and dryer within their rental unit.

Pursuant to a s. 62(3) of the *Act*, the director may make any order necessary to give effect to the rights, obligations, and prohibitions under the *Act*, the Regulations, and the tenancy agreement. Within this section, an order may be made that a landlord provide services or facilities that were agreed to by the parties in the tenancy agreement or required at law.

I note the following guidance from Policy Guideline 1:

The landlord is responsible for repairs to appliances provided under the tenancy agreement unless the damage was caused by the deliberate actions or neglect of the tenant.

Based on the undisputed evidence of the Tenant, I find that their tenancy agreement includes the provision of a washer and dryer. I further find that the washer and dryer has not functioned since April 2021. I find that the Tenants did not cause the damage to the washer and dryer. I make these findings based on the Tenant's undisputed testimony and the email from August 2021 indicating that the issue had been ongoing for some months before that point. Given this, I order that the Landlord provide the washer and dryer facilities as required by the tenancy agreement, whether through their repair or replacement as advised by a competent repair person.

The Tenant also says that the floor in the rental unit was damaged by water leaking from the washing machine in April 2021. Pursuant to s. 32(1) of the *Act*, a landlord must provide and maintain the residential property in a state of decoration and repair that complies with the health, safety, and housing standards required by law and having regard to the age, character, and location of the rental unit, making it suitable for occupation by a tenant.

Based on the undisputed evidence of the evidence of the Tenant, I accept that the flooring was damaged by the water leaking from the washing machine. As mentioned above, this damage was not caused by the Tenant through their actions or their neglect. I find that the Tenant notified the Landlord of the damage to the washer and dryer, including the flooring, some months ago and that no repairs have been undertaken at all. Again, based on the Tenant's undisputed testimony, I find that the flooring damage has resulted in the washer and dryer being stored in the common living space of the rental unit, rather than the closet. Despite being notified of the issue, the Landlord has taken no action. I find that the failure of the Landlord to repair the water damage to the flooring is in breach of their obligation to maintain the state of decoration and repair of the rental unit under s. 32(1). Accordingly, I order that the flooring be repaired.

The Tenant also seeks monetary compensation for the expense of going to a laundromat and for the repair person bill in November 2021. Under s. 67 of the *Act*, the Director may order that a party compensate the other if damage or loss result from that party's failure to comply with the *Act*, the regulations, or the tenancy agreement. Policy Guideline #16 sets out that to establish a monetary claim, the arbitrator must determine whether:

1. A party to the tenancy agreement has failed to comply with the *Act*, the regulations, or the tenancy agreement.
2. Loss or damage has resulted from this non-compliance.

3. The party who suffered the damage or loss can prove the amount of or value of the damage or loss.
4. The party who suffered the damage or loss mitigated their damages.

The applicant seeking a monetary award bears the burden of proving their claim.

Given my previous findings, I find that the Landlord has breached their obligation under s. 32(1) to repair the rental unit and their obligation to provide a washer and dryer under the tenancy agreement. I accept the Tenant's evidence that the loss of the washer and dryer has caused them financial loss.

The Tenant provides receipts of laundromat services indicating the cost at \$120.00 per visit. I accept the Tenant's evidence that they attended the laundromat 46 times since the washer and dryer broke down in April 2021. However, I do not accept that \$120.00 per visit is appropriate. The Tenant claims a total amount of \$5,520.00 based on this amount. This amount is exorbitant. As set out in part 4 of the test listed above, the party that suffers the damage must mitigate or minimize their damages. This obligation is imposed by virtue of s. 7(2) of the *Act*.

I find that the amount of \$120.00 per visit shows that the Tenants failed to mitigate their damages with respect to their laundromat services. A reasonable level of compensation would be \$30.00 per laundromat visit, which is arrived at by assuming there are 5 loads in the washer and dryer at a total cost of \$6.00 for each wash/dry load. Taking this into account with the 46 visits, I find that the Tenant has demonstrated a total claim for laundromat services in the amount of \$1,380.00 (\$30.00 x 46 (# of visits)).

The Tenant also seeks the mileage expense of attending the laundromat. I accept that there is additional cost of driving to the laundromat. I do not accept that 18.4 KM is appropriate distance given that there are a number of laundromats within 5 KM for the rental unit. I find that the Tenant failed to mitigate their damages with respect to the distance driven to the laundromat as some were much closer to the rental unit. I accept that return mileage of 10 KM is more appropriate.

I accept that mileage in the amount of \$0.59/KM is an appropriate figure. Taking these into account, I find that the Tenants have demonstrated a total cost for the \$271.40 (10 KM x \$0.59 x 46 (# of visits)).

The Tenant seeks the cost of the repairperson that attended their rental unit in November 2021. I find that the Tenant paid for the repair person, this despite it being the Landlord's obligation to maintain the appliances within the rental unit. I accept the Tenant's undisputed testimony that the cost of the repair person was \$99.00 and that no receipt was provided to them by the repair person as the payment was made in cash. I find that the Tenant could not have mitigated their damages with respect to this amount. Accordingly, I find that the Tenant has demonstrated this portion of their claim in the amount of \$99.00.

Combining the amounts above, I find that the Tenant has demonstrated a monetary claim in the amount of \$1,750.40.

### Conclusion

Pursuant to s. 62(3) of the *Act*, I order that the Landlord repair or replace, as advised by a competent repairperson, the washer and dryer for the Tenant's rental unit.

Pursuant to s. 32(1) of the *Act*, I order that the Landlord repair the water damage to the flooring within the rental unit, which was caused by the washer leaking in April 2021.

I am satisfied that the Tenant has demonstrated a monetary claim in the total amount of \$1,750.40.

As the Tenant was successful in their application, I find that they are entitled to the return of their filing fee. I order pursuant to s. 72(1) of the *Act*, that the Landlord pay the Tenant \$100.00 for their filing fee.

Taking into account the monetary claim and the filing fee, I order pursuant to s. 67 of the *Act* that the Landlord pay **\$1,850.40** to the Tenant.

It is the Tenant's obligation to serve the monetary order on the Landlord. If the Landlord does not comply with the monetary order, it may be filed by the Tenant with the Small Claims Division of the Provincial Court and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: March 02, 2022

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Residential Tenancy Branch