



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OLC, FFT

Introduction:

This hearing was convened in response to an Application for Dispute Resolution filed by the Tenants in which the Tenants applied for an Order requiring the Landlord to comply with the *Residential Tenancy Act (Act)* and/or tenancy agreement, and to recover the fee for filing this Application for Dispute Resolution.

It is clear from the Application for Dispute Resolution that the Tenants are seeking compensation for being without a washing machine and I therefore find it reasonable to determine whether the Tenants are entitled to financial compensation.

It is clear from the Application for Dispute Resolution that the application for an Order requiring the Landlord to comply with the *Act* and/or tenancy agreement relates to a delay in repairing/replacing a washing machine. It is also clear from the Application for Dispute Resolution that the washing machine was replaced prior to this Application for Dispute Resolution being filed on January 10, 2022 and I therefore find that there is no need to consider the application for an Order requiring the Landlord to comply with the *Act*/tenancy agreement.

The Tenant stated that the Dispute Resolution Package and evidence submitted to the Residential Tenancy Branch in January of 2022 was sent to the Landlord's business office, via registered mail, although he could not recall the exact date of service. The Agent for the Landlord acknowledged that these documents were received by the Landlord and the evidence was accepted as evidence for these proceedings.

On March 22, 2022 the Landlord submitted evidence to the Residential Tenancy Branch. The Agent for the Landlord stated that this evidence was placed under the

Tenants' door on March 22, 2022. The Tenant acknowledged receiving this evidence and it was accepted as evidence for these proceedings.

On March 25, 2022 the Landlord submitted evidence to the Residential Tenancy Branch. The Agent for the Landlord stated that this evidence was posted on the Tenants' door on March 25, 2022. The Tenant acknowledged receiving this evidence and it was accepted as evidence for these proceedings.

The participants were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each participant affirmed that they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The participants were advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. Each participant affirmed they would not record any portion of these proceedings.

Issue(s) to be Decided:

Are the Tenants entitled to compensation for being without a washing machine?

Background and Evidence:

The Agent for the Landlord and the Tenant agree that:

- The tenancy began on December 01, 2019;
- Monthly rent is \$1,471.00 plus \$20.00 for parking;
- A washer and dryer were provided with the tenancy;
- On, or about, September 15, 2021 the Landlord was informed that the washing machine was not working;
- A new washing machine was provided on November 25, 2021;
- Rent for March of 2022 was reduced by \$174.00 in compensation for being without a washing machine;
- The Landlord offered to reduce rent for April of 2022 by \$100.00 in compensation for the cost of filing this Application for Dispute Resolution, which was contingent on the Tenants withdrawing the Application for Dispute Resolution; and
- The Tenants declined the offer of the \$100.00 rent reduction.

The Tenant submits that the \$174.00 rent reduction is inadequate, as the Tenants have two young children and they do laundry on an almost daily basis. At the hearing the Tenant stated that he is seeking compensation that is equivalent to ½ of the monthly rent.

The Tenant submitted receipts to show the Tenants spent \$174.00 for laundry services during this period.

The Agent for the Landlord stated there was a delay in replacing the washing machine because he was initially attempting to have the machine repaired but was unable to obtain parts due to “supply chain issues”.

Analysis:

On the basis of the undisputed evidence, I find that a washer and dryer were provided as a term of this tenancy and that the Tenants were without a washing machine between approximately September 15, 2021 and November 25, 2021.

On the basis of the undisputed evidence, I find that during this period the Tenants spent \$174.00 for doing their laundry off-site while their washing machine was not working. On the basis of the undisputed evidence, I find that the Tenants were given a rent reduction for those costs and have, therefore, been fully compensated for that expense.

What is left to be determined is whether the Tenants are entitled to additional compensation for a breach of their right to quiet enjoyment.

Section 28 of the *Act* states that a tenant is entitled to quiet enjoyment including, but not limited to, rights to reasonable privacy; freedom from unreasonable disturbance; exclusive possession of the rental unit subject only to the landlord’s right to enter the rental unit in accordance with the *Act*; use of common areas for reasonable and lawful purposes, free from significant interference.

Residential Tenancy Branch Policy Guideline 6, with which I concur, reads, in part:

A landlord is obligated to ensure that the tenant’s entitlement to quiet enjoyment is protected. A breach of the entitlement to quiet enjoyment means substantial interference with the ordinary and lawful enjoyment of the premises. This includes situations in which the landlord has directly caused the interference, and situations in which the landlord was aware of an interference or unreasonable disturbance, but failed to take reasonable steps to correct these.

.....

Temporary discomfort or inconvenience does not constitute a basis for a breach of the entitlement to quiet enjoyment.

.....

In determining whether a breach of quiet enjoyment has occurred, it is necessary to balance the tenant's right to quiet enjoyment with the landlord's right and responsibility to maintain the premises.

In many respects the covenant of quiet enjoyment is similar to the requirement on the landlord to make the rental units suitable for occupation which warrants that the landlord keep the premises in good repair. For example, failure of the landlord to make suitable repairs could be seen as a breach of the covenant of quiet enjoyment because the tenant's are unable to use a particular item, such as a washing machine, for a period of time.

On the basis of the testimony of the Agent for the Landlord, I find there was a delay in replacing the washing machine because the Landlord was initially attempting to repair the machine but was unable to do so due to an inability to locate parts. While I understand this submission, I find that the delay of over two months was unreasonable and that the Landlord should have opted to replace the machine in a timelier manner.

I find the delay breached the Tenants' right to quiet enjoyment because there is a significant inconvenience of doing laundry off-site, which exceeds just the associated expenses. I find this to be particularly true when there are young children living in the unit, given the need to care for children while doing laundry off-site and the volume of laundry typically associated to children.

Granting compensation for loss of quiet enjoyment is highly subjective. In determining the amount of compensation due I must consider the seriousness of the situation as well as the length of time over which the situation has existed. In these circumstances, I find that the Tenants are entitled to compensation of \$200.00 for the inconvenience of doing laundry off-site. I find the Tenants' submission that they should be given the equivalent of ½ of the monthly rent is excessive and that \$200.00 is more reasonable.

I find that the Tenants' Application for Dispute Resolution has merit and that the Tenants are entitled to recover the fee paid to file this Application.

Conclusion:

The Tenants have established a monetary claim of \$300.00, which includes \$200.00 for loss of quiet enjoyment and \$100.00 as compensation for the cost of filing this Application for Dispute Resolution, and I am issuing a monetary Order in that amount. In the event that the Landlord does not voluntarily comply with this Order, it may be filed with the Province of British Columbia Small Claims Court and enforced as an Order of

that Court.

In the event the Tenants do not wish to enforce the monetary Order through Province of British Columbia Small Claims Court, the Tenants have the right to reduce the monthly rent by \$300.00 in full satisfaction of this claim, pursuant to section 72 of the *Act*.

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

Dated: April 11, 2022

Residential Tenancy Branch