



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes PSF, FFT

Introduction

The Tenant filed an Application for Dispute Resolution on April 6, 2022 seeking the provision of services or facilities required by the tenancy agreement and/or law. They also seek reimbursement of the Application filing fee. The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on August 4, 2022.

In the hearing, I explained the hearing process and provided both parties the opportunity to ask questions. Each party confirmed they received the prepared evidence of the other in advance of the hearing. On this basis, the hearing proceeded as scheduled.

Preliminary Matter

At the outset of the hearing, the party named as the Respondent Landlord on the Tenant’s Application stated they were not currently the Landlord and had not been in that role since February 28, 2022 when they sold the property. The Tenant provided detail that they knew of a new Landlord; however, the prior and new Landlords were both giving the Tenant conflicting information on payment of rent and other matters concerning the tenancy.

I find the party who attended as the Landlord in this hearing was either a Landlord when matters concerning the tenancy brought forward by this Tenant came to their attention or have since been acting for the new Landlord as an agent. I look to the definition set out in s. 1 of the *Act*, and find the Respondent here is a Landlord for the purposes of

this Application. They are so named “landlord” herein, being “a former landlord, when the context requires” as set out in s. 1.

Issue to be Decided

Is the Landlord obligated to provide services/facilities that are required by the tenancy agreement and/or the legislation?

Background and Evidence

On their Application, the Tenant presented the issue succinctly: “I was promised a dishwasher before [the start of the tenancy] but the Landlord [hasn’t] provided it yet . . . I moved here because I was getting a dishwasher and I really need it because I can’t stand for too long to do the dishes because my back hurts. . . “

In the hearing, the Landlord advised this issue was resolved very recently when they installed a dishwasher in the rental unit on July 26, 2022. The Tenant confirmed the same.

The Tenant drew upon the length of this tenancy, starting approximately 1.5 years previously, and the fact that they made requests for a new dishwasher for all of that time. The Tenant felt they were entitled to some sort of compensation for this dilemma: “I think I deserve to get something back for not having a dishwasher.”

The Landlord explained that they fulfilled other requests from the Tenant, and they were clear in the communication with the Tenant that other items being the priority would override the request for dishwasher replacement, with consideration to cost. They spent over \$3,500 over the course of this tenancy fulfilling the Tenant’s requests; this included about \$600 worth of paint. Additionally, the Landlord reduced the rent from the original advertised amount of \$1,700 to \$1,600 in consideration of the Tenant’s dishwasher request.

Analysis

I am satisfied the Landlord fulfilled the Tenant's request for a dishwasher. This was accomplished on July 26, 2022 and the Tenant confirmed the same. In effect, the immediate issue is resolved. Therefore, I dismiss the Tenant's request for provision of services/facilities required by the tenancy agreement and/or legislation.

Because the Tenant did not amend their Application to include some aspect of compensation to them, and did not articulate clearly what an exact amount of compensation should be, I did not consider any piece of their request for that in the hearing. Additionally, the Tenant was not successful in this Application; therefore, I make no award for reimbursement of the Application filing fee to them.

Conclusion

I dismiss the Tenant's application for the Landlord's provision of services or facilities, without leave to reapply.

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

Dated: August 4, 2022

Residential Tenancy Branch