



# Dispute Resolution Services

Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

**Dispute Codes**      RR, RP, FFT

### **Introduction**

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (Act) for:

- an order that the landlord make repairs to the rental unit pursuant to section 32;
- an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

The tenant testified, and the landlord's agent (DN) confirmed, that the tenant served the landlord with the notice of dispute resolution package and supporting documentary evidence. DN testified, and the tenant confirmed, that the landlord served the tenant with its documentary evidence. I find that all parties have been served with the required documents in accordance with the Act.

### **Preliminary Issue – Addition of Party**

At the outset of the hearing, DN stated that the named respondent landlord (RNRES) had been acquired by a new property management company (PCQ) in early 2023 and that RNRES has been wound up and all contracts and assets were transferred to PCQ. Counsel for the tenant requested that PCQ be added as a party to the application. DN stated that he was PCQ's authorized representative and consented that PCQ be added as a respondent to the application.

### **Issues to be Decided**

Is the tenant entitled to:

- 1) an order to the respondents to make repairs to the rental unit;
- 2) an order that the rent be reduced (both retroactively and going forward); and
- 3) recover the filing fee?

### **Background and Evidence**

While I have considered the documentary evidence and the testimony of the parties, not all details of their submissions and arguments are reproduced here. The relevant and important aspects of the parties' claims and my findings are set out below.

The tenant and RNRES (herein after, the “landlord”) entered into a written, fixed term tenancy agreement starting July 1, 2021 and ending June 30, 2022. It has since converted to a month to month tenancy. Monthly rent is \$3,146 and is payable on the first of each month. The tenant paid the landlord a security deposit of \$1,550, which the landlord continues to hold in trust for the tenant. The tenancy agreement indicates that an in-suite clothes dryer is included in the monthly rent. The building the rental unit is located in does not include common laundry facilities.

### 1. Tenant's Submissions

For the first year of the tenancy, the tenant did not encounter any issues with the clothes dryer. In July 2022, the dryer stopped working period tenant sent an e-mail to the landlord on July 17 advising it of the problem and asked for it to be fixed.

On July 22, the landlord sent a technician to the rental unit to do a “diagnosis”. This technician did not fix the problem, but advised the tenant that the dryer was broken and a new part needed to be ordered. The tenant testified she called DN in mid-August to get an update, and that he was “condescending” and “not sympathetic”.

On August 29, the landlord’s technician attended the rental unit and repaired the dryer’s heating element. However, when they did this they also discovered a crack in the dryer’s drum. The technician did not advise the tenant of this crack, and thinking that the dryer had been fixed, she preceded to do two loads of laundry. The crack in the dryer drum caused several of her items of clothes to be damaged. She testified that a set of her sheets had holes in them as did a T-shirt and some of her undergarments. The tenant estimates the value of these items at \$256.48 including tax. She did not provide any documents supporting this valuation. However, she did submit photos of the damaged sheets and shirt.

The landlord's technician ordered a new drum, which they installed on October 19. However, they found that the drum would not spin, and advised the tenant that they would need to replace the dryer’s motor. The new motor was installed on December 13 and the dryer now dries clothes without damaging them. However, dryer emits a constant high-pitched noise when it is in operation which can be heard throughout the entire rental unit.

Currently, the tenant puts a load of laundry in the washer before she goes to bed, so that she can place the laundry in the dryer in the morning right before she leaves for work. She testified that this causes the laundry to smell, because there are sitting in the washer overnight while damp.

The tenant testified that the dryer still makes noise and that technician came to look at it in January and advised her that they needed to order new ball bearings. As of the date of the hearing, these have not been installed.

The tenant typically does 10 loads of laundry per week, she has a teenage daughter and a nine-year-old son. Both play sports and generate a significant amount of laundry in addition to the tenant's own.

The tenant testified that between July and December 2022, she had to rely on friends' and family's laundry facilities. She did not use a laundromat as she would have to remain there for the entire time the clothes were drying which is not workable with her and her children's schedule. She also testified that the strata bylaws for the building the rental unit is located in prohibits drying the clothes on a clothesline outside.

The tenant looked into getting laundry services, but discovered they would have cost her \$27 per load. If she did the load herself at the laundromat it would have cost her \$9 plus the time she waited.

The tenant argued that she is entitled to a retroactive rent reduction of \$250 per week from July 17 to December 13, less one week, which she states was a reasonable time for the landlord to complete the repairs. In support of this amount, the tenant provided a prior decision of an arbitrator of the Residential Tenancy Branch (RTB).

In that case, the claimant was a tenant who paid \$3,200 in monthly rent which included in-suite laundry. The washing machine broke and was not fixed by the landlord for twelve weeks. The tenant had to use friends' washing facilities to do laundry during this time and averaged 10 loads per week. The tenant explored other options, such as a laundry valet service and using a laundromat, but both were not workable for them. The presiding arbitrator accepted the landlord's explanation for the delays to the repairs, but found that the tenant was still deprived of the use of the washing machine. They determined that given the cost of outside laundry services (which the tenant did *not* use, instead relying on friends) and the number of loads done per week, \$250 per week was an appropriate rent reduction, less one week's grace period.

In the present case, the tenant argued that she is entitled to a retroactive rent reduction of \$500 per month from December 13 to the date of the hearing. This decrease in rent reduction reflects the fact that the dryer is usable, but still not adequately fixed. She also seeks an ongoing rent reduction of \$500 per month until the dryer is completely repaired.

The tenant also asked for a monetary order of \$250 for the replacement cost of her damaged clothes and sheets and a further \$200 for the mileage she put on her vehicle when doing laundry at friends' and family's houses.

## 2. Landlord's Response

The DN confirmed the chronology of events that the tenant set out above. He denied that he was unsympathetic to the tenant's situation or that he acted improperly in his

conversations with her. He testified that the repairs have been delayed was due to reasons beyond the landlord's control, as the vendors of the various parts needed for repairs are "backed up".

He stated that the landlord has always intended to fix the dryer, as evidenced by the number of times they have sent technicians, but these technicians are unable to immediately fix the damaged components due to delays in the supply chain.

DN also testified that the technician reported to him that the dryer unit was clogged with lint and DN speculated that this may have contributed to the dryer failing. In support of this, he submitted an invoice from the technician which says the unit is clogged with lint. It does not attribute the cause of this clogging. The tenant stated that she cleaned the lint tray after every load of laundry, and that the lint discovered was internal, and was only found when the dryer was disassembled. She argued that she could not have caused the lint to accumulate.

DN also argued that the tenant could have hung her clothes up to dry overnight inside the rental unit which would have eliminated the need for her to use friends or families laundry facilities.

BN agreed that the tenant should be entitled to compensation as a result of the delays, but does not believe that \$250 per week is an appropriate amount. He suggested that \$100 per month is more appropriate.

## **Analysis**

### **1. Tenant's claim for damaged items and for mileage**

The tenant did not make an application to recover the cost of mileage or the replacement cost of her damaged clothing. Accordingly, I cannot order these amounts to be reimbursed. I make no order relating to these costs.

### **2. Retroactive Rent Reduction**

#### **a. July 17 to December 13, 2022**

The landlord does not dispute that the tenant is entitled to a rent reduction. Rather the issue before me is the amount of the rent reduction. The landlord's position is that a reduction should be minimal, as it worked diligently to repair the clothes dryer and the delays were for reasons beyond their control.

I do not find this argument to be persuasive. The tenancy agreement states that in suite laundry is included in the monthly rent. It is not disputed that between July 17 and December 13, 2022, the tenant was unable to do laundry in the rental unit.

When assessing the amount of the rent reduction, I do not find inappropriate to look at the actions the landlord took to make the repairs. Rather, I find it appropriate to consider how the damage or loss of a laundry facility impacted the tenant. Section 32 of the Act obligates the landlord to repair and maintain the rental unit. This obligation does not disappear due to circumstances beyond the landlord's control.

I find that the landlord breached the Act by failing to repair the dryer within a reasonable timeframe. Accordingly, the tenant is entitled to compensation equal to the diminished value of her tenancy as a result of not having a functional dryer.

Prior cases of the RTB are not binding on other arbitrators. As such, I am not bound to follow the method used in the decision provided by the tenant when calculating the amount of the retroactive rent reduction she is entitled to. Rather than calculating what the tenant would have had to have paid to do her laundry had she been unable to rely on friends and family as a method for calculating her loss, I find a more appropriate way (and a way consistent with section 7 of the Act) of calculating her loss is to determine the diminishment to the value of her tenancy that was caused by a lack of a functional dryer.

I accept the tenant's evidence that she regularly does 10 loads of laundry per week. That amount does not seem unreasonable given the age and activities of her children. I accept that the lack of a dryer caused a major inconvenience to the tenant, substantially disrupted her regular routine, and dramatically added to her domestic duties. As such, I find that in suite laundry was of significant value to the tenant.

However, I do not believe that \$250 per week (or \$1,000 per month, roughly 33% of her monthly rent) is an appropriate reduction. The tenant still derived significant value from the tenancy. She had shelter, a place for her family to sleep, a place to store her belongings, a functional kitchen and bathroom, and usable living space. Balanced against the significant inconvenience caused by the lack of in suite laundry, I find that an appropriate monthly rent reduction for the time the tenant did not have a functional dryer is \$150 per week (a roughly 20% reduction).

I agree with the tenant that the landlord should be afforded a one-week grace period to make the repairs to the dryer. I do not think it reasonable to expect the tenant to hang dry her laundry inside the rental unit. It is not reasonable for the tenant and her children to live among damp clothes for an extended period of time, and such an arrangement would have diminished the value of the tenancy by reducing the amount of usable floorspace in the rental unit and reducing the tenant's overall quality of life.

I order that the tenant's rent is retroactively reduced by \$150 per week from July 24 to December 13, 2022 (20 weeks total). I order the respondents to pay the tenant \$3,000 in satisfaction of this amount.

b. December 14, 2022 to March 17, 2023

The parties agree that from December 13, 2022 to March 17, 2023 the dryer worked, but emitted a loud noise when it was operating. I find that this noise amounts to an unreasonable disturbance of the tenant's quiet enjoyment, and that the most reasonable way for her to avoid this noise was to run the dryer prior to her leaving the rental unit in the morning. I find that this limitation on how she can use the dryer amounts to a restriction of its use and, per section 27 of the Act, the landlord must compensate the tenant turn amount equal to the diminished value of the tenancy. I find that a 5% monthly rent reduction is appropriate, given that the restriction in times she can do laundry amounts to a much lesser inconvenience than not being able to do laundry at all in the rental unit.

I order the respondents to pay the tenant \$471.90 ( $\$3,146.00 \times 3 \text{ months} = \$9,438.00$ ;  $\$9,438.00 \times 5\% = \$471.90$ ).

### 3. Ongoing Rent Reduction and Repairs

The parties did not dispute the fact that the dryer emits a loud noise and requires repairs. The hearing of this application occurred in March 2023, and this decision is being rendered in April. I cannot say if the dryer has been fixed in the intervening time. If it has not been, the tenant is entitled to a 5% rent reduction for April (\$157.30). She may deduct this amount from one future month's rent.

I order the respondents to repair the dryer so that it does not make any unreasonable noise while it operates and so that it properly dries the tenant's laundry. This repair must be done no later than April 30, 2023. If the dryer is not repaired by this date this date, the tenant may deduct 10% from May's rent (in addition to the 5% deduction I ordered for April). If the repairs are not completed by May 31, the tenant may deduct 15% from June's rent. If the repairs are not completed by June 30, 2021, the tenant may deduct 20% from July's rent, and from each month's rent thereafter until the dryer is repaired.

As the tenant has been successful in the application, she may recover the filing fee from the respondents.

### Conclusion

The tenant has been successful in her application.

I order the respondents to repair the clothes dryer by April 30, 2023.

Per sections 67 and 72 of the Act, I order that the respondents pay the tenant \$3,571.90, representing the following:

Description	Total
Rent reduction - Jul 24 to Dec 13, 2022	\$3,000.00

Rent reduction - Dec 13, 2022 to Mar 17, 2023	\$471.90
Filing fee	\$100.00
<b>Total</b>	<b>\$3,571.90</b>

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: April 11, 2023

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Residential Tenancy Branch