



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RP, FFT

Introduction

This hearing was convened by way of conference call concerning an application made by the tenants seeking an order that the landlords make repairs to the rental unit or property and to recover the filing fee from the landlords for the cost of the application.

One of the tenants and one of the landlords attended the hearing, and the landlord was accompanied by her daughter for support. The parties each gave affirmed testimony and were given the opportunity to question each other and to give submissions.

The tenant advised that all of the tenants' evidentiary material has been provided to the landlords, which was not disputed by the landlord. The landlords have not provided any evidence, and all evidence of the tenants has been reviewed and is considered in this Decision.

Issue(s) to be Decided

Have the tenants established that the landlords should be ordered to make repairs to the rental unit or property, specifically repair or replace the oven in the rental unit?

Background and Evidence

The tenant testified that this fixed-term tenancy began on July 1, 2006 and reverted to a month-to-month tenancy after June 30, 2007 and the tenants still reside in the rental unit. Rent in the amount of \$1,500.00 was originally payable on the 1st day of each month, which has been increased over time, with the consent of the tenants, over the amounts permitted by law and is now \$2,700.00 per month. There are no rental arrears. At the outset of the tenancy the landlords collected a security deposit from the

tenants in the amount of \$750.00 which is still held in trust by the landlords, and no pet damage deposit was collected. The rental unit is a full house, a single family dwelling, and the landlords do not reside on the rental property. A copy of the tenancy agreement has been provided by the tenants for this hearing.

The tenant further testified that on April 10, 2023 the tenants requested that the landlords make repairs to the oven, but nothing happened. On April 17, 2023 the tenants dropped off another letter to the landlords requesting the repair. The tenant received a phone call from one of the landlords who stated that there was no money to make the repair, and the tenants would have to move out or pay more rent.

The landlord testified that the landlords cannot afford to replace the oven; the rent just pays the expenses.

A second kitchen is in the basement with an oven that the tenants could use, but the tenants use that room as a bedroom. It is not possible to exchange the 2 ovens because one runs on natural gas and the other is electric.

There's only so much the landlords can do on a fixed income. Rent has not increased as much as expenses, and the tenants could use the downstairs oven.

Analysis

The *Residential Tenancy Act* requires a landlord to provide and maintain a rental unit in a state of decoration and repair that makes it suitable for occupation by a tenant, which includes appliances.

In this case, the tenancy agreement does not specify which appliances are included in the rent, however if the oven was provided at the beginning of the tenancy, the landlords are obligated to make the repair.

The tenant indicated that a used oven would suffice, however I do not find that the landlords' failure to repair the oven and force the tenants to use an oven in the basement is maintaining the rental unit in a state of repair that makes it suitable for occupation by the tenants, and I order the landlords to repair or replace the oven by the 31st of August, 2023. If the landlords fail to do so, the tenants will be at liberty to apply for monetary compensation for the landlords' failure to maintain the rental unit and breach of this order.

Since the tenants have been successful with the application the tenants are also entitled to recover the \$100.00 filing fee from the landlords. I grant a monetary order in favour of the tenants in that amount, and I order that the tenants be permitted to reduce rent for a future month by that amount, or may serve the order on the landlords and file it for enforcement in the Provincial Court of British Columbia, Small Claims division as an order of that Court.

Conclusion

For the reasons set out above, I hereby order the landlords to repair or replace the oven in the kitchen of the rental unit by no later than August 31, 2023.

I hereby grant a monetary order in favour of the tenants as against the landlords pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$100.00 and I order that the tenants be permitted to reduce rent for a future month by that amount or may otherwise recover it.

This order is final and binding and may be enforced.

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: August 22, 2023

Residential Tenancy Branch