



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes RR, RP, PSF, OLC, FFT
 MNDL, FFL

Introduction

This hearing was convened by way of conference call concerning applications made by the tenants and by the landlords.

The tenants' application was made on August 22, 2024, seeking an order reducing rent for repairs, services or facilities agreed upon but not provided; an order that the landlords make repairs to the rental unit or property; an order that the landlords provide services or facilities required by the tenancy agreement of the law; an order that the landlords comply with the *Residential Tenancy Act*, regulation or tenancy agreement; and to recover the filing fee from the landlords for the cost of the application.

The landlords' application was made on September 27, 2024, seeking a monetary order for damage to the rental unit or property, and to recover the filing fee from the tenants.

Both tenants and both landlords attended the hearing. Both tenants and one of the landlords each gave affirmed testimony. The parties were given the opportunity to question each other.

The parties agree that all evidence has been exchanged, all of which has been reviewed and is considered in this Decision.

Issue(s) to be Decided

- Have the tenants established that rent should be reduced for repairs, services or facilities agreed upon but not provided, and more specifically for a washing machine?

- Have the tenants established that the landlords should be ordered to make repairs to the rental unit or property, and more specifically to a washing machine?
- Have the tenants established that the landlords should be ordered to provide services or facilities required by the tenancy agreement or the law, specifically with respect to the washing machine?
- Have the tenants established that the landlords should be ordered to comply with the *Act*, regulation or tenancy agreement, and more specifically provide a new washing machine?
- Have the landlords established a monetary claim as against the tenants for damage to the rental unit or property, and more specifically damage to a washing machine?
- Should either party recover the filing fee from the other?

Background and Evidence

The first tenant (AS) testified that this month-to-month tenancy began on July 1, 2024 and the tenants still reside in the rental unit. Rent in the amount of \$3,400.00 is payable on the 1st day of each month and there are no rental arrears. On May 22, 2024 the landlords collected a security deposit from the tenants in the amount of \$1,700.00 which is still held in trust by the landlords, and no pet damage deposit was collected. The rental unit is a townhouse, and a copy of the tenancy agreement has been provided for this hearing.

The tenant further testified that the tenants were moved in fully on July 6, 2024 and did a couple loads of laundry, but it left an odor. The appliances are a front loading stacked washer and dryer, and the smell was inside the washer. Inside the “boot” is full of black buildup and hair clogging. When the tenant was looking, the tenant pulled out a drawer to clean the filter and water was inside the drawer. No leaking was noticed outside the washer. The tenant told the landlords about water marks and provided photographs, asking to have someone look at it.

The landlords had a technician attend on August 6, 2024 who said that the boot needed to be replaced and that he would talk to the landlords. On the same day, the landlord arrived after the technician had left and the tenant showed it to the landlord. The following day the landlord approved the technician to complete the repair. The technician replaced the boot and it seemed good, but 2 days later the tenant could hear water and found water coming out of the front of the machine. The tenant stopped the machine and opened the door and could see the rubber liner was not on correctly. The tenant did nothing to damage it.

The tenant called the technician and sent a photograph, and the technician agreed that it was not on correctly, and he would attend the next day, telling the tenant not to use it, so the tenant didn't. He repaired it, and the tenant's mother let him in. The next day the tenant did laundry and a significant amount of water came out from under the machine. The tenant notified the landlord right away; the technician had been there 3 times, and the landlord approved him to attend a 4th time. The boot is repaired, but the leak is not repaired. The last time the technician was there, it took 3 hours and the technician damaged the hall closet door, which is not able to be closed, and by opening the machine, dents were left in it. He said the door of the machine had a defect.

The tenant messaged the landlord and sent photographs of how he left them, but the landlord didn't reply. It was not possible for the tenant to open the panel because the dryer is on top and it took 2 technicians to open it. The technician was not able to make the repair. The tenant was 9 months pregnant and testified that she did not damage it herself.

On the evening of August 13, 2024 the landlord asked for access without giving 24 hours notice, and the technician said that no one could be there for safety reasons. The tenant didn't supervise him, and offered the landlord to wait outside and if she needed to see anything, the tenant would let her know if the technician or the tenant wanted the landlord to see the machine. At the end of the 3 hour service call, the tenant saw the landlord outside and texted her to say that the technician was done and the landlord could enter, but the landlord ignored the text. During that time, the tenant kept the landlord included, that the technician had left it open, and the technician allowed the tenant to see that it was dry.

The tenants have provided a Monetary Order Worksheet dated August 22, 2024, setting out the following claims, totaling \$201.70:

- \$73.38 for laundry services;
- \$81.67 for "We do laundry"; and
- \$46.65 for "We do laundry."

The tenant testified that the amounts are for a laundry service company, who picks up and drops off laundry once cleaned and dried, and receipts have also been provided for this hearing.

A second Monetary Order Worksheet has been provided dated September 9, 2024 setting out the following claims, totaling \$745.00:

- \$65.00 for laundry service;

- \$680.00 for Aug/Sep recovery of rent.

The tenant testified that the claim is for a different laundry service company, but no receipts have been provided. The tenants seek compensation for having no laundry facilities for 3 months, and a reduction in rent. Costs are about \$300.00 per month, or \$70.00 or \$80.00 per week, since the tenants have recently had a baby. The laundry service picks up and returns laundry, which the tenants pay for with a credit card.

The second tenant (MC) testified that the tenants did what they could, but have been blamed for damages which is ridiculous. No move-in condition inspection was completed, and the landlords did not request one.

The landlord testified that the previous tenants moved out on June 29, 2024 and keys were given to the current tenants the same day. The landlords had the carpets professionally cleaned the same day, and there was no dog hair in the house anywhere. The landlords have provided letters from previous tenants indicating that all appliances were in good condition and there was no leakage or other issues.

The rental unit is 4 ½ years old and appliances are quite new, but the problems started from day 1. On July 1, the tenants sent a message saying there was dog hair on carpets, and that the tenants had to clean everywhere, sending the landlords a bill for \$282.00 for carpet cleaning equipment. After back and forth communication, the landlord suggested \$141.00, but the landlords wanted to see it. The next day, one of the tenants said to not worry about the bill. The landlord knew the carpets were clean, but on July 31, 2024 the landlords received \$141.00 short with the rent for August. On August 1, 2024 the tenants agreed to pay the balance, but the same day the tenants started complaining about the washer, an odor and leaking washer, and dog fur. That was a long weekend, and on August 6, 2024 the landlord arranged for the first visit from a technician for diagnosis and assessment. The technician advised that the tenant had asked for a boot replacement. The technician sent photographs and an estimate for replacement of \$686.00, and the landlord agreed to go ahead with the boot replacement. The second visit was the next day, and the boot was replaced.

On August 9, 2024 the landlord received an email from the tenant stating that the washer was leaking, and the tenant had called a technician without telling the landlord. On August 11 the technician arrived for the 3rd time and said there was nothing wrong with the machine, no error codes, no leaks or anything wrong. The next day the tenant emailed again about standing water and leaking and lots of water coming out. The landlord sent an email to the tenant stating that the landlord wanted to be present. It was an emergency to the landlords, but the tenant said it was not an emergency and denied access, telling the landlord to contact the Residential Tenancy Branch.

On August 14 the landlord was not permitted to go in, but the technician said that the landlord could enter. The tenant's excuse was about germs. The landlord waited for hours outside while the technician did his job. When he came out, he advised the landlord that the washer was not repairable and needed to be replaced because of a door gap issue, which was not the case from the previous visit. A copy of the initial Invoice has been provided.

Communication from the technician was that every time he fixed an issue, the job was done correctly, and it seemed someone had been ruining the machine further; there had been no errors or faults with the machine.

After August 6, the landlord was not able to enter and did not see anything, but was more concerned about water damage. The landlords had to get a new washer, but on the third visit the technician said everything was working, and said that the tenants put dog hair in the washer.

The landlords have provided a Monetary Order Worksheet setting out the following claims totaling \$2,236.59:

- \$686.56 for a washing machine repair invoice;
- \$1,550.03 for the cost of a new washing machine.

The washer has not yet been replaced. The tenants want the landlord to replace it because they have a new baby.

With respect to invoices provided by the tenants, there are about 5 laundromats in the area and locs cost \$6.00 for a triple load. Evidence of those costs have been provided for this hearing. The tenancy hasn't even been 4 months, and the landlords cannot keep spending money this way. First it was a request of \$141.00 for carpets, and now it's about the washer.

Previous tenants had a French bulldog, with very tiny fur. The tenants didn't show the landlords the carpet, but the landlord saw black hair on the sink and dirty water in the carpet cleaner, not the water, just black hair in the sink.

Analysis

Where a party makes a monetary claim as against another party, including a claim for rent reduction, the onus is on the claiming party to satisfy the 4-part test:

1. that the damage or loss exists;

2. that the damage or loss exists as a result of the other party's failure to comply with the *Residential Tenancy Act* or the tenancy agreement;
3. the amount of such damage or loss; and
4. what efforts the claiming party made to mitigate any damage or loss suffered.

I have reviewed all of the evidence of the parties.

In this case, the tenants filed their application first, claiming \$201.70 for laundry services and an additional \$65.00 for laundry service, and \$680.00 for recovery of rent for the months of August and September, 2024. I do not agree that the tenants should recover laundry service that includes pick-up and drop-off, particularly where there are laundromats in the area. That is not mitigation. The landlords have provided evidence from a coin laundry and dry cleaning service showing that the cost for washing a double load is \$4.00; a triple load is \$6.00; a maxi load costs \$9.00 and a mega load is \$14.00. Drying for 30 minutes costs \$2.00. Therefore, I dismiss the tenants' application for laundry service.

The landlord's email about a tenant's responsibility to repair any damage caused by the tenant is true. According to the evidence, the first notification to the landlords about the washer having a lot of dog hair, odor and request for service from the landlord was on August 1, 2024. The first visit from the technician was on August 6, 2024, and a fee of \$686.56, which the landlords paid.

The tenants also withheld rent of \$141.00 for having to clean the carpet and other areas, which is not permitted by law. Unless a repair is an emergency and the tenants contacted the landlords and the landlords refused or otherwise did not make the repair, tenants have no legal right to withhold rent. Carpet cleaning and hair in a washing machine are not emergency repairs. Further, the tenants must allow the landlord to take over emergency repairs. In this case, the tenants did not allow the landlord into the rental unit stating that the technician wouldn't allow that for safety reasons. The landlord waited outside "for hours" as testified. I do not agree that the tenants ought to have refused entry, considering that the landlord was concerned about water damage, which would have been an emergency repair. I find that the withholding of rent of \$141.00 is contrary to the law.

The law places the onus on the landlords to ensure that move-in condition inspection reports are completed in accordance with the regulations prior to the tenants moving in.

I do not accept that within 1 month the tenants could have collected and "planted" dog hair into the carpet or the washing machine; the tenants do not have a dog. I accept that previous tenants have indicated that the washing machine was in good condition

when they left the rental unit, but there is no evidence that the landlords inspected it at the end of previous tenancies, or with or without the tenants present at the beginning of this tenancy. The photographs provided show a significant amount of what appears to be animal fur under the rubber lining. I am not satisfied that the landlords have established that the tenants damaged the washer. Therefore, I dismiss the landlords' application for monetary compensation.

The tenancy agreement provides for free laundry in the rental unit, and I order the landlords to replace the washer. Since the tenants have not had use of the washer for a significant amount of time during August, September or October, 2024, I order that the tenants be permitted to reduce rent by \$176.00 per month, the approximate cost of 4 double loads per week ($\$4.00 \times 4 = \16.00), and 4 dryers per week ($\$2.00 \times 4 = \8.00) for doing laundry at a laundromat, and nominal damages for travel to and from the laundromat of \$20.00 per week, for a total of \$44.00 per week, or \$176.00 per month and that the rent reduction continue until the washer has been replaced.

Since the tenants have been partially 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 the amount of \$628.00, being the rent reduction for August, September and October, 2024 and recovery of the filing fee. The landlords must be served with the order, which may be filed in the Provincial Court of British Columbia, Small Claims division and enforced as an order of that Court. Alternatively, I order that the tenants be permitted to reduce rent by that amount, in addition to the \$176.00 per month as set out above.

Conclusion

For the reasons set out above, 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 \$628.00, and I order that the tenants be permitted to reduce rent for a future month by that amount, or may otherwise recover it.

I further order the landlords to replace the washing machine.

I further order that rent be reduced by \$176.00 per month until the washer has been replaced.

The landlords' application is hereby dismissed without leave to reapply.

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: November 03, 2024

Residential Tenancy Branch