



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Optimum Realty Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for compensation for loss – Section 67; and
2. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Tenant entitled to the monetary amount claimed?

Is the Tenant entitled to recovery of the filing fee?

Background and Evidence

The tenancy started on May 1, 2012 with a monthly rent of \$1,400.00. The tenancy agreement includes a dishwasher in the unit. The dishwasher stopped working on October 30, 2012 and was replaced with a new dishwasher on November 29, 2012.

The Tenant states that the dishwasher was a necessary appliance and the Tenant would not have rented the unit without one. The Tenant states that the dishwasher is used daily and sometimes twice daily. The Tenant claims \$51.00 for the loss of the dishwasher.

The Landlord states that upon being notified of the dishwasher problem the Landlord responded immediately and after determining that the parts could not be obtained made arrangement to purchase a new dishwasher. The Landlord states that the dishwasher was specially ordered from the east coast due to counter top requirements. The Landlord states that they did their best and did nothing to purposely delay the provision of the dishwasher to the Tenant. The Tenant states that the dishwasher installed by the Landlord could have been purchased at any local store within 2 hours.

Analysis

Section 7 of the Act provides that where a landlord does not comply with the Act, regulation or tenancy agreement, the landlord must compensate the tenant for damage or loss that results. Based on the undisputed evidence that a dishwasher was included in the tenancy agreement, that the Tenant was without a dishwasher for approximately a month and considering the Tenant's evidence that a dishwasher is readily available through local businesses, I find that the Landlord failed to act reasonably in ensuring that the Tenant had the use of a dishwasher for approximately a month. I find that the Tenant has therefore substantiated an entitlement to **\$51.00** as claimed.

As the Tenant has been successful with its application, I find that the Tenant is also entitled to recovery of the **\$50.00** filing fee for a total monetary entitlement of **\$101.00**. I order the Tenant to reduce April 103 rent by this amount in full satisfaction of the order.

Conclusion

I order the Tenant to deduct \$101.00 from April 2013 rent.

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: March 07, 2013

Residential Tenancy Branch

