Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Royal LePage City Centre
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, RP, RR, FF

Introduction

This hearing was convened by way of conference call concerning an application made by the tenant for an order cancelling a notice to end tenancy for unpaid rent or utilities; for an order that the landlord make repairs to the unit, site or property; for an order reducing rent for repairs, services or facilities agreed upon but not provided; and to recover the filing fee from the landlord for the cost of the application.

The tenant and an agent for the landlord company attended the hearing. During the course of the hearing, the landlord advised that the notice to end tenancy was withdrawn by the landlord. Accordingly, the tenant withdraws the application to cancel it. The tenant also withdraws the application for an order that the landlord make repairs to the unit, site or property.

The parties each gave affirmed testimony and provided evidentiary material in advance of the hearing to the Residential Tenancy Branch and to each other. The tenant advised that no evidence had been received from the landlord, however the landlord testified that the documents were sent to the tenant by registered mail. I am satisfied that the landlord has complied with the Residential Tenancy Branch Rules of Procedure with respect to that evidence. The parties were given the opportunity to cross examine each other on the evidence and testimony provided, all of which has been reviewed and is considered in this Decision.

Issue(s) to be Decided

The issue remaining to be decided is:

- Has the tenant established that rent should be reduced for repairs, services or facilities agreed upon but not provided?

Background and Evidence

The tenant testified that this fixed-term tenancy began on December 15, 2013 and expires on December 15, 2014, and the tenant still resides in the rental unit. Rent in the amount of $1,800.00 per month is payable in advance on the 1st day of each month and there are no rental arrears. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of $900.00 as well as a pet damage deposit in the amount of $900.00 both of which are still held in trust by the landlord. A written tenancy agreement exists, but a copy has not been provided for this hearing.

The tenant further testified that she called the landlord several times and left messages on a voice mail on September 2 or 3, 2014 saying that the dryer didn't work. The tenant waited a few days but no one responded. The tenant called the landlord's office and a message advised the tenant to send an email called a "Work Order." It was supposed to be an on-line document but it wouldn't work. The tenant also sent an email on September 12, 2014, and on September 23, 2014 the tenant got a message saying that if the Work Order wasn't completed, no repairs would be made. The next day the tenant responded that the document wasn't working and someone was supposed to come by to assist. About 40 minutes later, the tenant received an email saying that the tenant should call a maintenance person, so she did. The maintenance person showed up a week alter and said the dryer needed a part and he had to order a belt. After a week the tenant called him again and he still didn't have the part. The tenant waited another 3 weeks and finally on October 30, 2014 the tenant called the landlord's office again and was told again to send out a work order and that the person had re-set the password, but the on-line document still said the lease did not exist. The tenant called her back and she re-set it again, however the tenant gave up trying.

On October 30, 2014 the tenant received an email about fixing the dryer on November 4, 2014 and the tenant agreed. The landlord's agent showed up but he didn't fix the dryer, he walked around the unit asking what other repairs were needed and basically did an inspection. Then the tenant received an email on November 13, 2014 from someone saying that an appliance repair person would arrive on November 21, 2014. The person arrived with the landlord's agent and it took 5 minutes to fix.

The tenant claims $1,000.75 for dry cleaners, Laundromats and gasoline costs for having to do laundry outside of the rental unit. She stated that it cost $80.00 to fill the gas tank and the tenant drove to other municipalities once or twice per week to do laundry at her boyfriend's house or her brother-in-law's house. The first time was at the beginning of September, 2014 when the tenant went to a Laundromat and did 3 loads

which cost $10.00 each. Four days later the tenant went to a dry cleaner around the corner from the rental building which cost around $24.00. The tenant testified that she kept going to those places which cost varied amounts, but no receipts have been provided. The tenant testified that when she can't afford to do laundry at a Laundromat or drycleaners, the tenant went to the others' homes, basically twice a week after 2 months of doing laundry downtown.

The landlord's agent testified that there was a problem with a number of washers and dryers in the building and the tenant's washer was fixed in the summer. The first call the landlord received from the tenant about the dryer was on September 23, 2014 and the next day the landlord's agent had a maintenance person get ahold of the appliance repair fellow. The appliance repair fellow arranged with the tenant to inspect the dryer.

The landlord's agent further testified that the landlord requires tenants to put repair requests in writing and does not believe the tenant had to drive to either of the other municipalities. Had the tenant put the request in writing, the landlord would have given the tenant a laundry card which would cover the cost of doing laundry elsewhere.

The landlord followed up with the appliance repair person on October 15, 2014 who advised that he didn't have the part, but had not told the tenant. Then on November 13, 2014 the other appliance company was called, because it took a month to find out who the dryer supplier was.

The landlord's agent also testified that he is prepared to reimburse the tenant for 2 or 3 weeks worth of laundry, or $50.00 to $100.00 because that's all it should have cost. The tenant chose not to use the Work Order process.

The landlord's agent also testified that the tenant has given notice to vacate the rental unit.

Analysis

The *Residential Tenancy Act* states that a landlord must maintain rental property in a state of decoration and repair that makes it suitable for occupation by a tenant, and where a tenancy includes laundry facilities, the landlord must maintain those appliances. I accept that the landlord has a preferred method of a tenant reporting required repairs, but failing to use that method is not a defence to a landlord failing to make repairs.

The tenant testified that the required repair to the dryer was reported to a landlord's employee on September 2 or 3, 2014 and the landlord's agent testified that the first that

he heard of it was on September 23, 2014. The tenant has provided a copy of an email dated September 12, 2014 addressed to an agent of the landlord, and I find that to be the earliest date that the tenant reported it. The dryer didn't get fixed until November 21, 2014, which is well over 2 months.

I am not satisfied, however that the amounts claimed by the tenant have been established. There are no receipts or any evidence of the costs associated with doing laundry elsewhere. The tenant testified that doing laundry at the Laundromat cost $10.00 per load and the tenant does 3 loads at one time. I do not accept that the tenant does 3 loads of laundry 2 or 3 times per week. I find that the tenant was without laundry facilities for 10 weeks, and the tenant has established a monetary claim for $30.00 per week or $300.00.

Since the tenant has been partially successful with the application, the tenant is also entitled to recovery of the $50.00 filing fee.

Since there is a good possibility that the tenancy is ending, I hereby grant a monetary order in favour of the tenant rather than reducing a future month of rent.

Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the tenant as against the landlord pursuant to Section 67 of the *Residential Tenancy Act* in the amount of $350.00.

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: December 17, 2014

Residential Tenancy Branch