



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes RP, FF

Introduction

This hearing dealt with an application by the tenant to order the landlord to make repairs to the unit or site and recovery of the filing fee. Both parties participated in the face to face hearing.

Issues to be Decided

Is the tenant entitled to any of the above under the Act.

Summary of Background and Evidence

This tenancy started in December 2001 and the tenant pays current rent of \$1975.00, the tenant paid a security deposit of \$450.00.

The tenant testified that the signed tenancy agreement states that appliances are included in the tenancy but that the fridge in the rental unit belongs to the tenant. The tenant stated that the interior light in the fridge recently stopped working and as the fridge is in an area with minimal lighting, it is difficult for the tenant to use the fridge. The tenant also stated that the landlord does not always provide the tenant with a receipt when the tenant pays the rent.

The landlord testified that they did not know that the fridge in the suite belonged to the tenant but regardless of who owns the fridge, the landlord had no issue inspecting the fridge and having repairs made if warranted or replacing the fridge. The date of December 24, 2010 was agreed to in this hearing by all parties for an inspection of the fridge and the landlord will call and confirm this date with the tenant as it was arduous for both sides to agree to a mutual day and time.

It should be noted however that as the fridge belongs to the tenant, should the fridge require repairs, this responsibility falls upon the tenant and not the landlord to have these repairs completed. Should the fridge need to be replaced, then per the tenancy agreement the landlord will be responsible for providing the tenant with a working fridge. As the fridge in the rental unit belongs to the tenant and not the landlord, it is the tenant's responsibility to have the fridge inspected and repaired if necessary; therefore this portion of the tenant's application is dismissed.



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The landlord testified the tenant typically paid her rent by cheque but that they had no issue with providing the tenant a receipt for all future rent payments. The tenant had recently paid rent by cash and the landlord has since provided the tenant with a receipt for that payment.

The landlord has provided the tenant with a receipt for the rent that was paid in cash per the Act; therefore this portion of the tenant's application is dismissed.

While not part of this application the landlord requested that the tenant be compelled to provide the landlord with keys to her rental unit as the tenant, without the landlord's permission, had changed the locks. The tenant agreed in this hearing, to provide the landlord with keys to the locks that had been changed, no later than Wednesday, December 22, 2010.

Analysis

As the fridge in the rental unit belongs to the tenant and not the landlord, it is the tenant's responsibility to have the fridge inspected and repaired if necessary; this portion of the tenant's application is hereby dismissed.

As the landlord has provided the tenant with a receipt for the rent that was paid in cash per the Act; this portion of the tenant's application is hereby dismissed.

The tenant has not been successful in their application and is not entitled to recovery of the filing fee.

Conclusion

The tenant's application is 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: December 16, 2010

Dispute Resolution Officer