



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: RP, PSF

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act*, for an order seeking landlord's action to conduct repairs and provide services. Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The tenant was represented by her advocate.

At the start of the hearing, the advocate for the tenant stated that the initial application was made to resolve two issues. However, since then, the issue of providing the tenant with a television set was resolved. Therefore this hearing only dealt with the tenant's application for a refrigerator.

Issues to be decided

Is the landlord responsible to provide the tenant with a refrigerator?

Background and Evidence

The tenancy started on February 01, 2011. The monthly rent is \$500.00. The rental unit is a suite located in a hotel. At the start of the tenancy, the tenant occupied unit #423. On September 01, 2011, the tenant moved into unit #526.

The parties entered into a new tenancy agreement for suite #526 and the landlord filed a copy of the agreement along with a copy of the move in inspection report. Both documents clearly state that the unit is not furnished with a refrigerator and the tenant has signed and initialled the terms of the agreement.

The tenant stated that while she was in unit # 423, she had a refrigerator. The landlord pointed out that it was a gratuitous gesture on his part as none of the other rental units were provided with this facility. The tenants were at liberty to rent refrigerators from the landlord. The landlord filed a copy of the tenant's ledger showing that she did not rent a refrigerator from the landlord.

Analysis

The tenant entered into the tenancy agreement with full knowledge that a refrigerator was not included in the rent. She initialled the term stating “*No fridge*” on the move in inspection report. Based on the sworn testimony and documentary evidence of both parties, I find that the tenant has not proven that the landlord failed to meet his obligations under the *Act* with regard to providing services and facilities. The landlord is not responsible for providing a facility that is not included in the rent.

Conclusion

The tenant has not proven her case and therefore her application is dismissed in its entirety.

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: September 16, 2011.

Residential Tenancy Branch