



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC and FF

Introduction

This hearing was convened on the tenant's application to recover \$72.80 that he paid for installation of a new range hood which was purchased by the landlord. The tenant also sought to recover the filing fee for this proceeding.

As a matter of note, the tenant has named the building manager as respondent, while the rental agreement is with the manager's corporate employer. As the building manager acknowledged that she had forwarded the tenant's application to her employer, any monetary award for the tenant would be amended accordingly.

Issue(s) to be Decided

This matter requires a decision on whether replacement of the range hood is captured by the landlord's duty to repair and maintain under section 32 of the *Act* or whether the tenant should bear the smaller burden of the installation cost.

Background and Evidence

This tenancy began on September 30, 2010. Rent is \$1,125 per month and the landlord holds a security deposit of \$550.

During the hearing, the parties gave evidence that some time during or before November of 2011, the landlord replaced the stove in the rental unit in a color that did not match the almond range hood.

The tenant stated that the old range hood was noisy, rusty and worn out. He said he had replaced five light bulbs in it, and that he had seen an uncapped ground wire.

The landlord stated, with the support of a written submission of the electrician who installed a replacement, that the unit was still functioning well and the dark areas identified as rust by the tenant were actually marked by grease. She said the electrician had told her the uncapped wire was a ground not used by the unit

As the tenant was most desirous of having the unit replaced, the landlord proposed that the landlord would purchase a new range hood if the tenant agreed to pay for the installation of it. She stated that she was certain she had the tenant's agreement, sought the approval of her employer, and purchased the new hood.

The landlord stated that she advised the tenant when she had the hood, that she would be contacting the electrician for installation, and restated her understanding that the tenant would pay the electrician.

The tenant now seeks to recover the cost as one that more properly belongs to the landlord.

Analysis

I find that the central issue in this dispute is not the debatable condition of the range hood but whether there was a meeting of the minds as to who would pay for the installation.

The tenant has acknowledged that on the two occasions the landlord articulated the shared cost, he heard and understood her, but remained silent. I must deduce from that that the tenant wanted the new range hood enough to allow the landlord to proceed, but intended to reserve the right to seek reimbursement.

I find that it was reasonable for the landlord to assume there was an agreement and that the tenant had ample opportunity to inform her that he objected to her proposal. It is a subtle distinction, but in this case I find that the tenant's silence constituted acquiescence and that he knew, or ought to have known, that the landlord would proceed with the project on the assurance that the tenant would pay the installation cost.

It was available to the tenant to express his objection to the landlord's proposal and to make application to the branch for an order under section 32 of the Act that the landlord replace the hood.

As the tenant remained silent on two opportunities to refuse to pay for the installation cost of the hood, I must find that he agreed with the arrangement and cannot now revoke that agreement.

Conclusion

The 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: March 09, 2012.

Residential Tenancy Branch