



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RP

Introduction

The Application for Dispute Resolution filed by the Tenant seeks a repair order of a fridge handle.

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was served on the landlord by mailing, by registered mail to where the landlord resides.

Issue(s) to be Decided:

The issue to be decided is whether the tenant is entitled to an order for repairs?

Background and Evidence

The tenancy began on July 1, 2014 when the parties entered into a two year fixed term tenancy agreement that was to end on June 30, 2016. The tenancy agreement provided that the tenant(s) would pay rent of \$2825 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$1400 at the start of the tenancy.

The tenant seeks a repair order. He testified through his agent/interpreter that in the summer of 2015 he attempted to open the fridge door and the door handle broke off. Photographs were produced showing damage to the bottom panelling.

The rental unit and fridge is 5 years old. The landlord testified he lived there for 2 years without any problems with the fridge. The tenant testified the opening of the door was stiff and the damage amounts to reasonable wear and tear.

Analysis:

Section 32 of the Residential Tenancy Act provides as follows:

Landlord and tenant obligations to repair and maintain

32 (1) A landlord must provide and maintain residential property in a state of decoration and repair that

(a) complies with the health, safety and housing standards required by law, and

(b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

(2) A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.

(3) A tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

(4) A tenant is not required to make repairs for reasonable wear and tear.

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Section 32(3) provides that the tenant must repair damage “that is caused by the actions or neglect of the tenant or person permitted on the residential property by the tenant. The tenant acknowledges that the damage was caused by his actions of opening the fridge door but submits that it is reasonable wear and tear. I determined the tenant failed to prove this damage amounts to reasonable wear and tear. There is insufficient evidence to conclude that the daily use on the fridge in the normal way would result in the handle being broken in the manner that it was. As a result I determined the damage does not amount to reasonable wear and tear.

Accordingly, I ordered the application of the tenant for a repair order be dismissed as I determined the damage was caused by the conduct of the tenant and do not amount to reasonable wear and tear.

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: January 22, 2016

Residential Tenancy Branch

