



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ADVANCED PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes RP

Introduction

On June 10, 2016, the Tenant submitted an Application for Dispute Resolution asking that the Landlord be ordered to make repairs to the rental unit.

The matter was set for a conference call hearing. Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

The tenant clarified that most of the repairs are complete and that he is seeking a finding that he is not responsible to pay for the repairs.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

Is the Landlord responsible to make repairs to the rental unit?

Is the Tenant responsible to pay for repairs to the rental unit?

Background and Evidence

Both parties testified that the tenancy commenced on November 1, 2015, for a 12 month fixed term. Rent in the amount of \$1,300.00 is due on the first day of each month. A security deposit of \$650.00 was paid to the Landlord by the Tenant. A copy of the tenancy agreement was supplied as evidence by the Landlord.

The Tenant testified that the Landlord is asking him to pay for the repair of the door handle of the fridge. The Tenant states that the handle is made of plastic and broke where it attaches to the fridge at the top of the door. The Tenant testified the handle was replaced previously, during the first two months of the tenancy.

In response, the Landlord testified that in February 2016, they sent a company to repair the door handle of the fridge. The company replaced the fridge handle under warranty but told the Landlord they believed the damage was caused by misuse. The Landlord advised the Tenant that future problems with the door handle would be the Tenant's responsibility.

The Tenant testified that the safety hand railing for the stairway came loose from the wall sometime in May 2016. He testified that his 40 lb. daughter lost her balance and put weight on the railing causing it to come loose. The Tenant testified that the railing is secured to the wall using plastic drywall plugs. The Tenant states that the Landlord wants him to pay for the repair of the railing but has not sent him an invoice for the repair.

In response, the Landlord testified that she sent somebody to repair the hand railing. She testified that the railing was previously secured with drywall anchors, but it was quite secure. She testified that she did not ask the Tenant to pay for the repair but states that she wants the Tenant to paint the wall where the repair was made.

The Tenant testified that the dryer vent required repair and cleaning and that the Landlord came to clean it but did some damage to the hose. The Tenant testified that the Landlord repaired a 1 inch hole in the hose with foil tape as a temporary measure and would repair or replace the hose later. The Tenant is asking for the Landlord to repair the hose. The Tenant states he has not received an invoice from the Landlord for this work.

The Landlord testified that the first she heard about the dryer vent was when she received the Tenant's application for Dispute Resolution. She states that the Landlord routinely cleans the dryer vents for Tenants. The Landlord testified that she has not heard back from the company who cleaned and repaired the dryer hose.

The Landlord provided documentary evidence including a move in inspection report completed on October 29, 2015.

Analysis

Based on the evidence and testimony before me, I make the following findings:
The Tenant is responsible for the damage to the refrigerator door handle. The handle was previously replaced. The Tenant testified that the plastic handle broke at the top where it attaches to the fridge. I find that the damage to the handle was caused by more than simple use or normal wear and tear.

I find that the Tenant is not responsible for the cost or repair of the hand railing. The move in inspection report indicates that the railing and bannister on the stairway was a little bit loose. I find that the hand railing was not sufficiently secured to the wall.

There is insufficient evidence from the Tenant that the repair to the dryer hose is problematic. Should the Landlord receive a report from the company that indicates otherwise, the Landlord may replace the dryer hose.

The Landlord is cautioned that if she bills the Tenant for the cost of a repair and the amount owing is considered by the Landlord to be rent, term # 22 in the Tenancy Agreement may be found to be unenforceable. Term # 22 of the Tenancy Agreement states that the cost of repairs will be billed to the Tenant as additional rent. The Act defines rent as money paid or agreed to be paid, or value or a right given or agreed to be given, by or on behalf of a Tenant to a Landlord in return for the right to possess a rental unit, for the use of common areas and for services or facilities.

Conclusion

The Tenant is responsible for the damage and replacement of the fridge door handle. The Landlord is responsible for the repair to the hand railing.

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: July 19, 2016

Residential Tenancy Branch