



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      RP FFT

### Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking an order that the landlord make repairs to the unit, site or property and to recover the filing fee from the landlord for the cost of the application.

The tenant attended the hearing and gave affirmed testimony, however the line remained open while the phone system was monitored for 10 minutes and no one for the landlord joined the call. The tenant testified that the landlord was served with notice of this hearing (the Hearing Package) by registered mail on April 20, 2018 and was permitted to provide me with proof of such service after the hearing concluded. I have now received a photograph of an envelope with a registered mail sticker attached addressed to the landlord, and I am satisfied that the landlord has been served in accordance with the *Residential Tenancy Act*.

### Issue(s) to be Decided

- Should the landlord be ordered to make repairs to or replace the dryer in the rental unit?
- Should the tenant recover the filing fee from the landlord?

### Background and Evidence

The tenant testified that this fixed term tenancy began on February 6, 2018 and the tenant still occupies the rental unit as a guarantor, and another tenant currently resides there, with the landlord's consent. Rent in the amount of \$1,700.00 per month is payable on the 1<sup>st</sup> day of each month and there are no rental arrears. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$850.00 and no pet damage deposit was collected. The rental unit is a lane-way house.

A copy of the tenancy agreement has been provided as evidence for this hearing which provides that laundry facilities are included in the rent. The tenant has asked the landlord by text message and numerous phone calls to have the dryer repaired, but the landlord ignored the requests. Copies of text messages and a telephone history print-out have been provided as evidence for this hearing.

The landlord repaired the dryer on or about June 6, 2018, and the tenant seeks monetary compensation of \$300.00 for loss of that facility for 2 months. The dryer stopped working on or about March 20, 2018 and the tenant first notified the landlord of the required repair by text message on March 22, 2018. The landlord told the tenant that it was new, so it should work. Another time the landlord said he wasn't going to fix it because it was new. The landlord also said he didn't want to deal with it and the tenant informed the landlord that the tenant would be filing this dispute.

The tenant also seeks recovery of the \$100.00 filing fee.

### Analysis

The *Residential Tenancy Act* requires a landlord to provide and maintain appliances that are included in the rent. It is clear from the evidence that the dryer is included in the rent, and the landlord ignored his responsibility from March 22, 2018 until on or about June 6, 2018. However, the tenant has not included in the Application for Dispute Resolution a request for monetary compensation, and as such, has not put the landlord on notice that such an application is sought. It would be prejudicial to the landlord to deal with such a request when the landlord is unaware of the application, and I decline to make any monetary award with respect to the dryer.

However, the tenant made the Application for Dispute Resolution on April 14, 2018, and the landlord still didn't deal with it until well after the application was made. I further find that the landlord would not have dealt with the required repair if the tenant hadn't made the application, and therefore I find that the tenant is entitled to recovery of the \$100.00 filing fee. I grant a monetary order in favour of the tenant in that amount and I order that the tenant be permitted to reduce rent for a future month by that amount as recovery, or may otherwise recover it.

### Conclusion

For the reasons set out above, the tenant's application for an order that the landlord make repairs to the unit, site or property is hereby dismissed.

I hereby grant a monetary order in favour of the tenant as against the landlord pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$100.00 and I order that the tenant be permitted to reduce rent for a future month by that amount or may otherwise recover it.

This order is final and binding and may be enforced.

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: June 14, 2018

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Residential Tenancy Branch