



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OLC, PSF, RP

### Introduction

On December 14, 2018, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) seeking a repair order and asking that the Landlord comply with the Act, Regulation, or Tenancy Agreement. The Tenant also applied for an order for the Landlord to provide a service or facility required by law.

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.

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.

### Preliminary and Procedural Matters

The parties previously participated in a dispute resolution hearing on November 23, 2018. The parties entered into a settlement agreement. The parties agreed to the following terms:

1. The Landlord will attend the rental unit to assess the repairs needed and confirm what parts may be required.
2. The Landlord will purchase and install a new knob for the washing machine.
3. The Landlord will purchase and install a new knob for the dryer.
4. The Landlord will purchase and install a new chain for the toilet.

5. The Tenant will provide reasonable access to the rental unit for the above repairs to be completed.
6. The Landlord will complete the repairs by the end of the day on November 30, 2018.

Issues to be Decided:

- Is the Tenant entitled to an order requiring the Landlord to comply with the Act, Regulation or the tenancy agreement?
- Is the Tenant entitled to a repair order?
- Is the Landlord required to provide a service or facility required by law?

Background and Evidence

The Landlord and Tenant both testified that the tenancy began on September 1, 2014 and is on a month to month basis. Rent in the amount of \$1,132.00 is to be paid to the Landlord by the first day of each month. The Tenant paid the Landlord a security deposit of \$525.00 and a pet damage deposit of \$525.00.

Order for the Landlord to Comply

The Tenant testified that the Landlord provided him with knobs for the washer and dryer; however, they do not fit properly. He testified that they do not turn the post. The Tenant testified that he mentioned the problem to the Landlord but has not received a response.

The Tenant is looking for the Landlord to complete the repairs of the knobs as agreed upon at the earlier hearing.

In reply, the Landlord's agent testified that the knobs that were provided to the Tenant do not fit properly due to damage done to the knob posts. The Landlord's agent submitted that it appears the Tenant is using plyers to turn the knobs which have caused damage.

The Landlord testified that he was not notified that there was a problem with the replacement knobs until he received the dispute resolution proceeding package for this hearing.

The Landlord submitted that he is in agreement to affix the knob(s) to the washer and dryer using some type of adhesive/ epoxy.

In reply, the Tenant testified that he has used pliers to turn the knobs on the washer and dryer knob posts.

### Repairs

The Tenant testified that the Landlord sent him a letter asking him to perform repairs. The Tenant submitted that he is not obligated to perform the repairs until the end of the tenancy. The Tenant testified that the Landlord asked him to perform repairs such as: clean the garage; repaint the walls; replace the blinds. The Tenant provided an email dated December 5, 2018, he received from the Landlord directing the Tenant to deal with the issues by January 6, 2019.

In reply, the Landlord's agent submitted that the Landlord conducted an inspection of the rental unit in late November and noticed some concerns. The Landlord sent the email to the Tenant due his concern about the state of repair of the unit and his concern that the repairs will not be made prior to the end of the tenancy. The Landlord testified that he found that a smoke detector had been removed from the ceiling.

In reply, the Tenant testified that he removed the smoke detector when he took a shower because the steam sets it off. He testified that he simply forgot to re-install it.

### Analysis

Section 32 (1) of the Act states that 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.*

*(5) A landlord's obligations under subsection (1) (a) apply whether or not a tenant knew of a breach by the landlord of that subsection at the time of entering into the tenancy agreement.*

Residential Premises is intended to help the parties to an application understand issues that are likely to be relevant. The Guideline provides:

*The Landlord is responsible for ensuring that rental units and property, or manufactured home sites and parks, meet "health, safety and housing standards" established by law, and are reasonably suitable for occupation given the nature and location of the property. The tenant must maintain "reasonable health, cleanliness and sanitary standards" throughout the rental unit or site, and property or park. The tenant is generally responsible for paying cleaning costs where the property is left at the end of the tenancy in a condition that does not comply with that standard. The tenant is also generally required to pay for repairs where damages are caused, either deliberately or as a result of neglect, by the tenant or his or her guest.*

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

I find that aside from an incident where the Tenant forgot to reinstall a smoke detector, there is insufficient evidence before me that repairs must be made to the rental unit due to damage caused by the Tenant that is putting the Landlords property at significant risk or that the Tenant is not maintaining reasonable health, cleanliness and sanitary standards.

I find that the repairs the Landlord is seeking, comprised of painting; carpet cleaning; lights; blinds; etc, are items that the Tenant will be responsible for if they are found to be damaged, missing, or unclean at the end of the tenancy. If the parties do not agree on compensation for any damage at the end of the tenancy, the Landlord has 15 days to apply to keep the deposits and may also seek additional compensation against the Tenant.

With respect to the knobs for the washer and dryer; I find that the Landlord complied with the settlement agreement by providing new knobs to the Tenant. I find it is more likely than not that the Tenant's actions of using pliers to turn the knob posts has damaged the post(s) causing an improper fit.

The Landlord agreed to affix the knobs. I order the Landlord to affix the knobs on the washer and dryer within three weeks of this Decision.

The Tenant is cautioned that removal of any smoke detectors may present a situation where he is putting the Landlords property at risk.

Section 72 of the *Act* gives me authority to order the repayment of a fee for an application for dispute resolution. I decline to award the cost of the filing fee. The Tenant contributed to the problem with the washer and dryer by using pliers. In addition, the Landlord has the right to inspect the rental unit and ask the Tenant to deal with deficiencies.

### Conclusion

I order the Landlord to complete the repairs to the washer and dryer within three weeks of this Decision.

The Tenants submission that he is not obligated to make the repairs as requested by the Landlord is successful. There is insufficient evidence before me that repairs must be made to the rental unit due to damage caused by the Tenant that is putting the Landlord's property at significant risk, or that the Tenant is not maintaining reasonable health, cleanliness and sanitary standards.

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 24, 2019

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Residential Tenancy Branch