



# 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 in response to an Application for Dispute Resolution filed by the Tenant on March 03, 2022 (the “Application”). The Tenant applied as follows:

- For an order that the Landlord make repairs to the unit or property
- For reimbursement for the filing fee

The Tenant and Landlord appeared at the hearing. I explained the hearing process to the parties. I told the parties they are not allowed to record the hearing pursuant to the Rules of Procedure (the “Rules”). The parties provided affirmed testimony.

The Landlord provided their correct legal name which is reflected in the style of cause.

Both parties submitted evidence prior to the hearing. I addressed service of the hearing package and evidence.

The Landlord confirmed receipt of the hearing package. The Landlord testified that they did not receive the Tenant’s evidence. The Tenant advised that they did not serve their evidence on the Landlord. I found the Tenant failed to comply with rule 3.14 of the Rules. I heard the parties on whether the Tenant’s evidence should be admitted or excluded. The Landlord sought exclusion of the evidence and the Tenant sought admission of the evidence. Pursuant to rule 3.17 of the Rules, I excluded the Tenant’s evidence because I found it would be unfair to the Landlord to consider it when the Landlord has not seen it and cannot reply to it.

The Tenant confirmed receipt of the Landlord’s evidence.

The parties were given an opportunity to present relevant evidence and make relevant submissions. I have considered all evidence provided. I have only referred to the evidence I find relevant in this decision.

### Issues to be Decided

1. Is the Tenant entitled to an order that the Landlord make repairs to the unit or property?
2. Is the Tenant entitled to reimbursement for the filing fee?

### Background and Evidence

A written tenancy agreement was submitted. The tenancy started April 01, 2021.

The Tenant sought a repair order in relation to the dryer in the rental unit.

The Tenant testified that the dryer is not working, and it takes multiple cycles to dry clothes regardless of the size of the load. The Tenant testified that they have let the Landlord know about the issue with the dryer. The Tenant testified that the Landlord has only sent their friends to check the dryer and raised concerns about their objectivity. The Tenant testified that one of the Landlord's friends told the Tenant they were overloading the dryer; however, the Tenant has put smaller loads in the dryer, and it still does not dry clothes properly. The Tenant testified that one of the Landlord's friends attended and cleaned out the dryer vent; however, this did not fix the issue. The Tenant testified that the dryer is 14 years old and has never had parts replaced which is why it is not working properly.

The Landlord testified that the Tenant had a whole week to identify issues at the start of the tenancy and did not raise an issue about the dryer. The Landlord testified that the Tenant has misused other appliances thus causing them to not work properly and this is what is happening with the dryer. The Landlord testified that a handyman checked the dryer, and it is getting hot and is working. The Landlord acknowledged they have only sent their friends to check the dryer. The Landlord disputed that the dryer is broken.

The Landlord submitted text messages, invoices for dryer repair and an email about the dryer.

## Analysis

Section 32 of the *Residential Tenancy Act* (the “Act”) states:

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...

(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.

RTB Policy Guideline 01 outlines which party is responsible for maintenance in rental units and states in part:

Residential Tenancy Agreements must not include terms that contradict the Legislation. For example, the tenant cannot be required as a condition of tenancy to paint the premises or to maintain and repair appliances provided by the landlord. Such a term of the tenancy agreement would not be enforceable. The tenant may only be required to paint or repair where the work is necessary because of damages for which the tenant is responsible. The landlord and tenant may enter into a separate agreement authorizing the tenant to provide services for compensation or as rent...

The landlord is responsible for repairs to appliances provided under the tenancy agreement unless the damage was caused by the deliberate actions or neglect of the tenant.

The parties disagree about whether the dryer is working properly, and who is to blame if it is not working properly. I acknowledge that the Landlord has had their friends attend the rental unit to check the dryer; however, I do find that a neutral third party should attend the rental unit to check the dryer. **Given this, I order the following pursuant to section 62(3) of the Act:**

1. The Landlord and Tenant are to agree on a professional dryer repair person/company to attend the rental unit and assess the dryer **within one week of the date of this decision.**
2. Once the parties have agreed on a professional dryer repair person/company, the Landlord must arrange for the company/person to attend the rental unit to assess the dryer **within three weeks of this decision.**
3. The Landlord must ask the company/person to assess the dryer and indicate in writing:
  - a. Whether the dryer is working properly
  - b. If the dryer is not working properly, why it is not working properly
  - c. What or who is the cause of the dryer not working properly, if the company/person is able to determine this
4. If the company/person determines that the dryer is working properly, the Tenant must pay the invoice for the attendance of the company/person **by the due date on the invoice.**
5. If the company/person determines that the dryer is not working properly due to the actions or neglect of the Tenant, the Tenant must pay the invoice for the attendance of the company/person **by the due date on the invoice** and the Landlord has no obligation to fix the dryer.
6. In all other circumstances, the Landlord is responsible for paying for the invoice for the attendance of the company/person and must fix the dryer.

I decline to award the Tenant reimbursement for the filing fee. I am satisfied that a third-party assessment of the dryer is appropriate to resolve this matter; however, I do

not find that the Tenant provided compelling admissible evidence that the dryer is not working properly due to no fault of their own and therefore I find the Landlord should not be responsible for paying the filing fee.

Conclusion

I make the repair order outlined in the Decision.

The request for reimbursement for the filing fee is dismissed without leave to re-apply.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: June 20, 2022

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Residential Tenancy Branch