

DECISION

Dispute Codes:

MND, FF

Introduction

This hearing was scheduled in response to the Landlord's Application for Dispute Resolution, in which the Landlord has made application for a monetary Order for damage and to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present relevant oral evidence, to ask relevant questions, and to make submissions to me.

Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to compensation for repairs to a dishwasher and to recover the cost of filing this Application for Dispute Resolution.

Background and Evidence

The Landlord and the Tenant agree that this tenancy began on December 01, 2009 and that the parties agreed that the dishwasher was not damaged when they inspected the rental unit at the beginning of the tenancy.

The Agent for the Landlord stated that the rental unit is equipped with a dishwasher which he estimates is four years old and that a "spray arm" in the dishwasher was replaced in February of 2010. He stated that since the Tenants agreed that the dishwasher was working properly at the beginning of the tenancy he assumes that the dishwasher had been damaged by the Tenant during their tenancy. He presented no evidence to show that the dishwasher had been damaged by the Tenant's actions or by neglect. The Landlord is seeking compensation, in the amount of \$156.80, for the cost of repairing the dishwasher.

The female Tenant stated that the dishwasher functioned when they moved in but it did not clean the dishes properly. She stated that they advised the Landlord of the problem

approximately two months after the tenancy began; that the dishwasher has been repaired; and that it still does not do a very good job of cleaning the dishes. She stated that they have done nothing to damage the dishwasher.

Analysis

Section 32(3) of the *Act* stipulates that tenants must repair damage to the rental unit that is caused by the actions of neglect of the tenant or a person permitted on the residential property by the tenant. In these circumstances the Landlord has submitted insufficient evidence that would cause me to conclude that the dishwasher needed repairing because the Tenants misused or willfully damaged the dishwasher.

Section 32(4) of the *Act* stipulates that a tenant is not required to make repairs for reasonable wear and tear. In these circumstances I find that the Landlord has submitted no evidence to cause me to conclude that the dishwasher did not break due to reasonable wear and tear. In reaching this conclusion I was strongly influenced by the fact that the dishwasher is approximately four years old and it is not uncommon for dishwashers of this vintage to require repairs.

Conclusion

As the Landlord has not established that the repairs to the dishwasher were required because of misuse or neglect, rather than normal wear and tear, I find that the Tenant is not obligated to pay for the cost of the repairs.

I find that the Landlord's application has been without merit and I dismiss the Landlord's application to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

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: August 23, 2010.

Dispute Resolution Officer