

Introduction

- [1] On November 22, 2023 the Tenants filed a *Tenant Application to Determine Dispute* (Form 2(A)) (the "Application") with the Residential Tenancy Office (the "Rental Office") seeking repairs.
- [2] On November 29, 2023 the Rental Office mailed and emailed the parties notice of a teleconference hearing scheduled for 1:00 p.m. on December 14, 2023.
- [3] On December 11, 2023 the Rental Office emailed an evidence package to the parties.
- [4] On December 14, 2023 a teleconference hearing was held before the Residential Tenancy Officer (the "Officer") for determination of the Application. At the hearing the parties agreed that the first repair issue in the Application regarding the balcony window/framing has been resolved. The second repair issue regarding the clothes dryer remains outstanding, and is the subject of this decision.

Issue to be Decided

- i. Does the Landlord need to repair or replace the clothes dryer in the Rental Unit?

Summary of the Evidence

- [5] The Landlord and the Tenants entered into a written, fixed term tenancy agreement for the period of March 1, 2022 to February 28, 2023. The Tenants moved into the Rental Unit shortly before the fixed term commenced. At the end of the fixed term the tenancy continued on a month-to-month basis. Rent in the amount of \$1,170.00 is due on the first day of the month and a \$1,170.00 security deposit was paid.
- [6] The Rental Unit is a two-bedroom, one-bathroom apartment located in an 18-unit building that the Landlord has owned since October of 2015.
- [7] The Tenants' evidence is summarized as follows. The clothes dryer in the Rental Unit has not worked properly since the date the Tenants moved in. The Tenants stated that they did not damage the dryer. The dryer stains clothing by leaving black marks. The Tenants have tried using different settings such as "normal" and "delicate", however, the dryer still stains their clothing.
- [8] On April 29, 2022 the Tenants advised the Representative of the dryer issue. On August 22, 2022 the Tenants advised the Representative that the dryer issue was getting worse. On August 26, 2022 the Representative and her boyfriend looked at the dryer, however, the Landlord still did not fix the dryer. On February 15, 2023 the Landlord, for the first time, had a professional repairman examine the dryer. The repairman advised that the dryer exhaust was getting slow and there was some wear. The Landlord still has not repaired the dryer.
- [9] With regard to the Representative's comment below of user error, the issue is with the dryer, not the washer. The repairman's recommendations regarding "auto fill" and "max water" relate to only the clothes washer.
- [10] The Landlord's evidence is summarized as follows. The former tenants who lived in the Rental Unit never complained about the clothes dryer. The dryer issue only arose when the Tenants moved in and the problem is due to user error by the Tenants.
- [11] The Representative had a repairman examine the dryer on February 15, 2023. The Representative submitted into evidence an invoice and a text message from the repairman which states in part: *"...Checked dryer running hot (vent air flow only fair)..."* The repairman also made recommendations regarding "auto fill" and "max water" settings.

- [12] The clothes dryer is approximately eight years old. The Representative stated that the dryer should have a fifteen-year life span.
- [13] The Representative provided evidence regarding other repairs completed to the Rental Unit.

Analysis and Conclusion

- [14] Subsections 28(1) and (5) of the *Act* state:

(1) A landlord shall provide and maintain the residential property in a state of 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.

(5) A tenant is not required to make repairs for reasonable wear and tear to the rental unit
or common areas of the residential property.

- [15] The Landlord has a duty to maintain the Rental Unit. The Representative became aware on April 29, 2022 that there were problems with the clothes dryer. However, the dryer was only examined by a professional repairman on February 15, 2023. The dryer problems have not been fixed 1.5 years after the original complaint.
- [16] The Representative's belief that the dryer staining is caused by the Tenants' user error is highly speculative. The Tenants' evidence is that the dryer staining has been a problem since they moved in and the staining occurs when different settings are used. The repairman's text message stating "Checked dryer running hot (vent air flow only fair)" and the statement to the Tenants that the dryer exhaust is getting slow indicate normal wear and tear, which is not the Tenants' responsibility. The repairman's comments regarding "auto fill" and "max water" appear to relate to the clothes washer, not the dryer.
- [17] The Officer finds that the Landlord must have a professional repair person fix the clothes dryer in the Rental Unit by January 4, 2024. If the Landlord is unable to have the clothes dryer fixed by this date then the Landlord must replace the current dryer with a properly operating dryer by January 18, 2024.

IT IS THEREFORE ORDERED THAT

1. The Landlord must have a professional repair person fix the clothes dryer in the Rental Unit by January 4, 2024. If the Landlord is unable to have the clothes dryer fixed by this date then the Landlord must replace the current dryer with a properly operating dryer by January 18, 2024.

DATED at Charlottetown, Prince Edward Island, this 15th day of December, 2023.

(sgd.) Andrew Cudmore

Andrew Cudmore
Residential Tenancy Officer

NOTICE

Right to Appeal

This Order can be appealed to the Island Regulatory and Appeals Commission (the "Commission") by serving a Notice of Appeal with the Commission and every party to this Order within **20** days of this Order. If a document is sent electronically after 5:00 p.m., it is considered received the next day that is not a holiday. If a document is sent by mail, it is considered served on the third day after mailing.

Filing with the Court

If no appeal has been made within the noted timelines, this Order can be filed with the Supreme Court of Prince Edward Island and enforced as if it were an order of the Court.