



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## **DECISION**

**Dispute Codes:** MNDC, RR, FF

### **Introduction**

This matter dealt with joint applications by three tenants in relation to a common landlord. The applicants seek monetary compensation and rent reductions in relation to the failure of the landlord to make repairs and to maintain secure access to the building. The tenants also seek to recover the cost of the filing fee for the applications.

At the hearing, which was held via teleconference, the applicants for files \_\_\_\_\_ and \_\_\_\_\_ did not appear and were not represented. The landlord named in all three files did appear at the hearing.

At the commencement of the hearing, I advised the parties that I would consider their written submissions that had been presented prior to the hearing as well as their oral testimony, in reaching my decision.

### **Issue(s) to be Decided**

Are the applicants entitled to a monetary order for compensation for reduced services provided by the landlord?

Are the tenants entitled to a rent reduction for reduced services, and are the tenants entitled to an order for the landlord to carry out necessary repairs?

## **Background and Evidence**

At the hearing, the tenant who filed application \_\_\_\_\_ gave evidence that the building security access system has been broken since September 2007. The tenant states that this has resulted in tenants being unable to “buzz” visitors into the building and as a result many times doors have been propped open. The tenant states that this has allowed non tenants access into the building and that has resulted in at least one assault on a tenant. The tenant also states that she required emergency medical assistance in mid-July 2008 and that the responders were delayed in being able to access the building to provide her with assistance.

The tenant states that she has informed the building manager of this deficiency on numerous occasions and was informed that the landlord would not pay for the repairs. The tenant states that she emailed the landlord on July 31, 2008 advising him of the problem and requested that it be repaired.

The landlord gave evidence that the building has 17 rental units and was constructed circa 1968. The landlord purchased the building in late 2007 and does acknowledge that he received an email from the tenant on July 31, 2008 advising him of the concerns over building access and security.

The landlord states that there is a lock box system at the front door for emergency personnel to access the building. The landlord gave evidence that doors have been found propped open and that as a result, undesirables have been able to access the building. He also gave evidence that in order for guests to access the building they would have to contact the tenants other than via the intercom access system.

The landlord stated that he had an estimate for the repairs at about \$3500.00 and would only complete the repairs if ordered to do so. The landlord also stated that the cost of the repairs would require him to raise the rent for the rental units.

## **Analysis**

The common concern indicated in these applications is the tenants' fear for their personal safety within their personal rental units and in the building itself. There is no doubt that the landlord is required to maintain services which were provided to the tenants at the commencement of the tenancy and to ensure that repairs are carried out when brought to their attention. The landlord has failed to comply with the requirements to maintain services as required by law.

The tenants are entitled to have a secure means of access for themselves and their guests and the landlord is required to see that such a system is maintained as fully operational. The landlord became aware of this deficiency in writing no later than July 31, 2008, has had estimates completed, and at the hearing advises that he will only complete the repairs if ordered to.

## **Conclusion**

I find that the landlord has not fulfilled his obligation to maintain the building security system as required and as such I order that he have the door access security system repaired and fully operational, no later than December 1, 2008. If the repairs are not carried out by that time, tenants are entitled to apply for further compensation as may be deemed applicable.

I find that in relation to the tenant application \_\_\_\_\_ that the applicant is entitled to a temporary rent reduction for the lack of services provided. I order that the tenant may reduce the rent payable by \$100.00 per month effective September 1, 2008 and that reduction per month will continue until the landlord has completed the repairs as ordered. If the tenant has already paid the rent for September and October, she may deduct \$100.00 for each of those months on her next required rental payment. This

applies only to the tenant occupying unit \_\_\_\_ at the dispute address, who is the applicant in application \_\_\_\_\_.

I dismiss the applicant's \_\_\_\_\_ request for further monetary compensation but I do order that she is entitled to recover the \$50.00 filing fee for the cost of this application. The amount of \$50.00 may also be deducted by the tenant from a future rental payment in addition to that ordered above.

In relation to applications \_\_\_\_\_ and \_\_\_\_\_, I find that as the tenants have not appeared to give evidence or submitted written evidence, that I must dismiss their claims. As the nature of the claims relate to an on-going deficiency, the tenants have leave to re-apply.

Dated: October 2, 2008