



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

CNR, ERP, RP

Introduction,

This hearing dealt with an application by the tenant, pursuant to the *Residential Tenancy Act*, for an order to cancel the ten day notice to end tenancy. The tenant has also applied for an order to have emergency repairs done.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

At the start of the hearing the landlord stated that the tenant paid rent within five days of receiving the notice to end tenancy and therefore he agreed to allow the tenancy to continue. Since the notice to end tenancy was withdrawn by the landlord the tenant's application to cancel the notice was moot. Therefore, this hearing only dealt with the tenant's application for an order to have repairs done.

Issues to be decided

Has the landlord fulfilled his responsibilities as a landlord with regard to maintenance and repairs?

Background and Evidence

This month to month tenancy started in October, 2008. Rent is \$575.00 due on the first of each month. There is no written tenancy agreement. The rental unit is an apartment located in an apartment building.

The tenant stated that right from the start of the tenancy, the main door to the unit was not secure. The tenant stated that she informed the landlord of the problem on June 11, 2010. However prior to that date, she met a male who told her that he had keys to her apartment as he was a prior tenant. The tenant requested the landlord to install a new dead bolt, but he asked her to rekey the existing one.

The landlord stated that the tenants are provided with a door lock but if they require a dead bolt, they are allowed to install one at their own cost. The landlord also stated that the previous tenant of the unit was a female who passed away and all the keys to the apartment were recovered by the landlord. Therefore, the landlord stated that this male who claimed to have keys to the apartment was not being truthful.

The landlord stated that the tenant informed him of the faulty and insecure door and frame on June 28 and not June 11, 2010. The landlord immediately ordered a new door plus frame and informed the tenant on July 05 that the door had arrived and that he would be contacting a carpenter to have it installed.

The landlord was able to set up an appointment with the carpenter for July 28, but did not give the tenant adequate notice. The landlord stated that the carpenter arrived at the apartment but could not complete the work as the tenant was not home and the door had a deadbolt on it. The tenant argued that she was home and nobody came by. On July 30, the landlord informed the tenant that the carpenter would be willing to fix the door on the weekend, but the tenant declined.

The tenant stated that things have gone missing from her apartment and she is sure that someone is coming in during her absence as the kitchen light switch is dirty and she does not use that switch. In addition she stated that the amount of toilet paper that she consumed dropped from 24 rolls to 12 rolls when she stopped work and stayed home on most days. She stated that it appeared to her that someone was using her kitchen and stealing her toilet paper. The tenant stated that she felt unsafe and wanted the door replaced as soon as possible.

During the hearing, the landlord and tenant came to an agreement that the landlord would give the tenant 72 hours notice to fix the door and the frame after 5 p.m., on a day that the tenant was not working.

Analysis

Section 32 of the *Residential Tenancy Act*, speaks to the landlord and tenant obligation to repair and maintain the rental unit. The landlord must provide and maintain the rental property in a state of decoration and repair that complies with the health, safety and housing standards required by law.

In this case, I find that the landlord made efforts to resolve the problem but these efforts were undermined by the inadequate communication between the two parties. The landlord has now agreed to install the new door and frame within the next ten days by giving the tenant 72 hours notice to do so.

Conclusion

The tenancy will continue. I grant the tenant an order to have the landlord install the door and frame in a timely manner by giving the tenant adequate written notice.

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 17, 2010.

Dispute Resolution Officer