



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 686905 BC Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ERP, RP, FF

Introduction

This is a joined application file by 3 Tenants for an order for the Landlord to make emergency repairs for health or safety reasons, to make repairs to the unit, site or property and recovery of the filing fees.

Both parties attended the hearing by conference call and gave testimony. As both parties have attended and have confirmed receipt of the notice of hearing package and the submitted documentary evidence, I am satisfied that both parties have been properly served.

It was also clarified by the Tenant, P.A. that he would be speaking on behalf of the two other Tenants as they were absent from the hearing.

It was clarified at the beginning of the hearing that the Landlord's Agent, C.A. is a representative of Dennison Property Management who represents the owners. The Tenant did not dispute this. As such, the Tenant's application shall be amended to include the property management company.

Issue(s) to be Decided

Is the Tenant(s) entitled to an order for emergency repairs?

Is the Tenant(s) entitled to an order to make repairs?

Background and Evidence

The Tenant seeks an order for the Landlord to make emergency repairs in which the Landlord must install security devices/cameras on the rental property, install proper ventilation to remove rotten/repugnant smells, change smoke detector and carbon monoxide detector batteries in the units and install more washing and drying machines in the rental property and proper cleaning of these areas.

The Tenant states that because of an absence of security devices there have been many break-ins, theft and vandalisms of the tenant's vehicles and bicycles in the underground parking lot. The Tenant also states that because there is sticker on the window stating that the building is monitored by security that the Tenants in the building are entitled to have cameras viewing the entire perimeter of the building and the windows. The Tenant also seeks an upgrade to the ventilation system to resolve the normal household smells coming from various rental units in the building.

The Landlord states that they have not been informed of any break-ins to the apartment or the building and that they are only aware of two bicycle thefts recently. The Landlord states that there are a total of four security cameras located on the property (lobby, basement lobby and the parkade). The Landlord disputes the claim stating that there is no mandated requirement for cameras as there are many buildings without cameras installed. The Landlord states that there is already adequate vent fans on the roof. The Landlord also states that they are in the process of implementing a new fire code requirement for safety upgrades in the building. The Landlord states that upon notice and annual inspections the batteries for the smoke detectors are replaced or the Tenants may replace the batteries and seek reimbursement from the Landlord with their receipts and that they are aware of only 1 report of a dead battery in the Tenant, G.L. rental unit who has agreed to replace the battery himself and submit a receipt for reimbursement. The Landlord states that the three washer and the three dryers are a normal complement of equipment when compared with similar sized buildings. The Landlord also states that the laundry room is cleaned and the floor washed on a weekly basis. The Landlord also notes that the laundry room was recently painted and plumbing inspected. The Landlord has submitted photographs in support.

Analysis

Section 63 of the Residential Tenancy Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the two parties during the hearing led to a resolution. Specifically, it was agreed as follows:

Both parties have agreed that the Landlord will have the caretaker or an agent of the Landlord attend the 3 rental units to inspect the smoke detectors and if necessary replace the batteries.

Both parties have also agreed that the Landlord shall have a licensed technician attend to inspect the ventilation system and to follow up with the recommended changes.

Both parties have also agreed that any future issues regarding the rental property shall be brought to the attention of the Landlord through their rental office.

The above particulars comprise full and final settlement of all aspects of the dispute arising from this application for both parties regarding these three issues.

I find that Tenant has failed to provide sufficient evidence to satisfy me that the laundry room on the rental property requires additional cleaning. The Tenant's claim is disputed by the Landlord and the Tenant has failed to provide any supporting evidence to show that additional cleaning is required.. This portion of the Tenant's claim is dismissed.

As for the two remaining issues on the installation of security devices/cameras and additional washer and dryers. The Tenant has acknowledged that the number of washer and dryers has not changed for the number of rental units since he moved in 16 years ago and can provide no evidence of any entitlement for this upgrade. The Landlord has also provided undisputed details that there are currently 4 security cameras that provide adequate coverage of the rental building. The Tenant has failed to provide any evidence of maintenance/repairs or deficiencies that require the Landlord to upgrade the security features of the building. I find that the Tenant is seeking upgrades to amenities and not emergency repairs or repairs to the rental property facilities. The remaining portion of the Tenant's application is dismissed.

Conclusion

Both parties have consented to the Landlord sending an agent to the rental unit to inspect and if necessary replace the batteries on the smoke detectors.

Both parties have consented to the Landlord having a licensed technician inspect the ventilation system and abide by the inspection report.

The Tenant's remaining requests to upgrade the security features and install additional washer and dryers is dismissed.

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: July 25, 2013

Residential Tenancy Branch