



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      RP FFT

### Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking an order that the landlord make repairs to the unit, site or property and to recover the filing fee from the landlord for the cost of the application.

The tenant attended the hearing, gave affirmed testimony and provided evidentiary material in advance of the hearing. However, the line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony, and no one for the landlord joined the call. The tenant testified that the landlord was served with the Application for Dispute Resolution and notice of this hearing (the Hearing Package) by registered mail on December 16, 2017 and has provided a copy of a Registered Domestic Customer Receipt stamped with that date by Canada Post, and I am satisfied that the landlord has been served in accordance with the *Residential Tenancy Act*.

### Issue(s) to be Decided

Has the tenant established that the landlord should be ordered to make repairs to the rental unit?

### Background and Evidence

The tenant testified that this tenancy began about 13 years ago, and the tenant still resides in the rental unit. Currently, rent in the amount of \$498.00 per month is payable on the 1<sup>st</sup> day of each month and there are no rental arrears. The landlord collected a security deposit from the tenant at the outset of the tenancy in the amount of 50% of the rent

payable at that time, but the tenant does not recall the exact amount. No pet damage deposit was collected, and the landlord still holds the security deposit in trust. The rental unit is a bachelor suite in an apartment complex.

The tenant testified that despite numerous requests the sliding glass door does not work properly requiring the tenant to put her total weight against it in order to open or close it. Copies of email exchanges between the tenant, the building administrator, a tenant advocate, and a building manager have been provided for this hearing which date back to June, 2017. The requests also include repair to the refrigerator, however the landlord has replaced it, but the sliding door has still not been repaired.

The tenant also requests an order that the landlord's building manager apologize for the lengthy delay and getting the repairs completed, and for an order that he stop harassing the tenant and refrain from entering the rental unit without the consent of the tenant. The tenant testified that 2 or 3 times the building manager has entered the rental unit without the tenant's consent or any notice while the tenant was not home.

### Analysis

The *Residential Tenancy Act* requires a landlord to provide and maintain residential premises that are rented to a tenant. I have reviewed the numerous emails and letters, and it is very clear that the landlord has failed to deal with the sliding glass door even after acknowledging that it requires repair. I order that the landlord complete the repair to the satisfaction of the tenant, meaning that the tenant must be able to easily open and close the sliding glass door, and that the landlord make that repair by no later than March 15, 2018. If the landlord fails to do so, the tenant will be at liberty to apply for compensation for devaluation of the tenancy and the landlord's failure to comply with the *Residential Tenancy Act* and this order.

The *Act* also prohibits a landlord from entering a rental unit without the tenant's consent or only upon giving no less than 24 hours written notice, which is not deemed to be received by the tenant until 3 days after it's posted, if that is the method of service the landlord chooses to use. I order the landlord to comply with Section 29 (below), and if the landlord or the landlord's agents fail to comply, the tenant will be at liberty to apply for further compensation for loss of quiet enjoyment of the rental unit and for the landlord's breach of the *Act* and this order.

### **Landlord's right to enter rental unit restricted**

**29** (1) A landlord must not enter a rental unit that is subject to a tenancy agreement for any purpose unless one of the following applies:

- (a) the tenant gives permission at the time of the entry or not more than 30 days before the entry;
- (b) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant written notice that includes the following information:
  - (i) the purpose for entering, which must be reasonable;
  - (ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant otherwise agrees;
- (c) the landlord provides housekeeping or related services under the terms of a written tenancy agreement and the entry is for that purpose and in accordance with those terms;
- (d) the landlord has an order of the director authorizing the entry;
- (e) the tenant has abandoned the rental unit;
- (f) an emergency exists and the entry is necessary to protect life or property.

(2) A landlord may inspect a rental unit monthly in accordance with subsection (1) (b).

Since the tenant has been successful with the application the tenant is also entitled to recovery of the \$100.00 filing fee. I grant a monetary order in favour of the tenant in that amount and I order that the tenant be permitted to reduce rent for a future month by that amount as recovery, or may otherwise recover it from the landlord.

### Conclusion

For the reasons set out above, I hereby order the landlord to complete the repair to the sliding glass door to the satisfaction of the tenant, meaning that the tenant must be able to easily open and close the sliding glass door, and that the landlord make that repair by no later than March 15, 2018.

I further order the landlord and the landlord's agents to comply with Section 29 above.

I further grant a monetary order in favour of the tenant as against the landlord pursuant to Section 67 of the *Residential Tenancy Act* and I order that the tenant be permitted to reduce rent for a future month by that amount or may otherwise recover it from the landlord.

This order is final and binding and may be enforced.

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: February 27, 2018

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Residential Tenancy Branch