



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: RP OLC FF

### **Introduction**

The tenant/applicant did not attend this hearing, although I left the teleconference hearing connection open until 10:55 a.m. in order to enable the tenant to call into this teleconference hearing scheduled for 10:30 a.m. The landlord attended the hearing and gave sworn testimony. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the landlord/tenant and I were the only ones who had called into this teleconference. The landlord confirmed he had been served with the Application for Dispute Resolution by registered mail. I find the documents were legally served for the purposes of this hearing. The tenant applies pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) That the landlord do emergency repairs pursuant to section 33;
- b) That she not be responsible for costs of a new door;
- c) That the landlord repair and maintain the property pursuant to section 32; and
- d) To recover the filing fee for this application.

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

Has the tenant proved on the balance of probabilities that the landlord has not maintained the property contrary to sections 32 and 33 of the Act and are they entitled to orders that the landlord do necessary repairs? Has she proved that she is not responsible for the cost of a new door?

### **Background and Evidence**

Only the landlord attended the hearing and was given opportunity to be heard, to provide evidence and to make submissions. The undisputed evidence is that the tenancy commenced about 7-8 years ago, rent is currently \$1186.32 and the landlord does not recall details of the security deposit as his father looked after it then.

The landlord answered the tenant's allegations as detailed in her application. He said:

1. The tenant's adult son damaged the solid wood door separating the laundry and mechanical room by shooting pellets or arrows into it. He provided a photograph of the door and the damage. It cost him \$200 for the fire rated door plus installation for a total cost of \$430.16. The tenant refuses to pay this amount and only offered \$100.
2. Regarding her allegation of mould in the ceiling, the landlord said there was a small leak in one of the overhead bathroom pipes. It was fixed and he had the ceiling repaired.

The landlord provided photographic evidence of the door damage and invoices to repair it. He said he has issues with the tenancy for the adult son does not work and smokes marijuana with friends close to the home so his family is suffering from this second hand smoke. He said when the tenant is told about it, she denies it for she is at work all day and does not see what is going on. She also abuses the landlord verbally if he tries to discuss these issues with the son. He enquired about solutions and I advised him to read section 47 of the Act and if he has sufficient cause, he can serve a One Month Notice to End Tenancy and check the appropriate boxes. The form is available on the Residential Tenancy Branch website. He also thought he could obtain a monetary order for damages to the door in this hearing. I explained that he has to bring his own application to claim monies from the tenant and this could be part of a hearing pursuant to the section 47 Notice if he decided to go that route.

On the basis of the documentary and solemnly sworn evidence presented for the hearing, a decision has been reached.

### **Analysis:**

Section 32 of the Act provides as follows:

32(1) A landlord must provide and maintain residential property in a state of decoration and repair that

- (a) Complies with the health and 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.

I find the weight of the evidence is that the landlord is maintaining the property as required. Section 7 of the Act provides that if a party violates the Act or tenancy agreement, they are responsible for costs incurred by the other party due to the violation. I find the weight of the evidence is that the tenant's son damaged a fire rated

door and she is responsible for the costs of replacement which I find are not unreasonable.

I dismiss the tenant's application to find she is not responsible for payment for replacement of a door that her son damaged.

**Conclusion:**

I dismiss the tenant's application in its entirety without leave to reapply. I find she is not entitled to recover the filing fee due to lack of success.

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: June 13, 2018

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Residential Tenancy Branch