



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding DENMAX HOLDINGS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes RP FFT

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an order to the landlord to make repairs to the rental unit pursuant to section 33; and
- authorization to recover the filing fee from the landlord pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The corporate landlord was represented by its agents. The agent AM (the "landlord") primarily spoke for the landlord.

As both parties were present service of documents was confirmed. The landlord confirmed receipt of the tenant's application and evidence. The tenant confirmed they received the landlord's evidentiary materials. Based on the testimonies I find that each party was served with the respective materials in accordance with sections 88 and 89 of the *Act*.

Issue(s) to be Decided

Should the landlord be ordered to perform repairs?

Is the tenant entitled to recover the filing fee from the landlord?

Background and Evidence

This periodic tenancy began in January 2014. The current monthly rent is \$916.70 payable on the first of each month. The rental unit is a suite in a multi-unit building. There are a total of 8 rental suites in the building. The rental building is approximately 50 years old.

The tenant submits that the intercom system for the building is not functioning. The tenant says that the intercom system should allow residents to receive visitors and allow them entrance into the building from their suites. The tenant submits that the intercom system has not been working since January 2018 and that it is an issue for multiple residents.

The tenant submits that the pressure for the hot water tap in their kitchen faucet is weaker than expected. The tenant says that there is hot water but that it comes out in a weak stream. The tenant testified that they have raised both of these issues with the landlord on multiple occasions but the landlord has failed to complete repairs.

The landlord testified that the intercom system is obsolete and cannot be easily repaired. The landlord has obtained quotes for replacement but has found that the cost would be prohibitive at this time. The landlord said that even when the intercom system is functioning normally, it does not allow residents to allow entrance to the building.

The landlord testified that they have examined the water pressure in the rental unit. They found that while the kitchen hot water tap is weaker than the cold water pressure, it is within a normal range. The landlord testified that due to the age of the building all of the pipes may provide weaker water pressure compared to modern plumbing systems.

Analysis

Section 32 of the Act provides that a landlord must maintain residential property in a state of repair that complies with the health, safety and housing standards required by law and is suitable for occupation, having regard to the age, character and location of the rental unit.

The tenant submits that the water pressure for the hot water from the kitchen faucet is weaker than acceptable. The tenant testified that the faucet can be used but has

submitted photographs showing the weak flow. The landlord testified that the faucet has been examined and determined to be functioning normally.

I find that there is insufficient evidence in support of the tenant's submission that the kitchen hot water tap is in need of repairs. It is apparent that the hot water works. Even though the tenant believes that the water pressure could be improved, I find that to be a subjective opinion not supported in the materials submitted. I find that the testimony and evidence submitted by the tenant do not meet the evidentiary burden.

I accept that the intercom system is not functioning. However, I do not find that request for repair is necessary to ensure reasonable functioning or lawful compliance with health, safety and housing standards. Given the age of the rental building and the number of units in the building I do not find that the lack of a working intercom system is unreasonable. While a landlord has an obligation to maintain rental property in a reasonable state, I find that the intercom system is not so integral that its absence is unreasonable. Consequently, I dismiss the tenant's application.

Conclusion

The tenant's application is dismissed in its entirety without leave to reapply.

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: April 12, 2019

Residential Tenancy Branch