



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding GATEWAY PROPERTY MANAGEMENT COMPANY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ERP, 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 his filing fee for this application 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 landlord confirmed that they received the tenants' documentary evidence for this hearing. The tenant confirmed that despite being out of town for several days, the landlords' documentary package was delivered to his unit prior to this hearing. I am satisfied that both parties have exchanged their documentary evidence, accordingly; the hearing proceeded and completed on that basis.

Issue(s) to be Decided

Should the landlord be compelled to make emergency repairs to the suite or unit?
Is the tenant entitled to the recovery of the filing fee for this application from the landlord?

Background and Evidence

The tenant gave the following testimony. The tenant testified that his tenancy began on September 1, 2005 and is ongoing. The tenant currently pays \$1836.00 per month for rent. The tenant testified that he is requested the complete replacement of the front access door and frame to the main entrance of this 16 unit building. The tenant testified

that the door is not secure, doesn't close properly, does not provide property security to the tenants, is in disrepair and slams shut hard each time the door is accessed. The tenant testified that his unit is in very close proximity to the door. The tenant testified that the constant slamming has impacted his and his young family's life in a negative way and has not allowed him the right to the quiet enjoyment of his home.

The tenant testified that he started making written and verbal requests for the landlord to repair or replace the door since May 2016. The tenant testified that seven other tenants in the building have also joined him in their requests. The tenant testified that no action has taken place since his first request over three years ago despite numerous written and verbal requests. The tenant testified that the landlord has simply ignored the problem and has made veiled threats about his tenancy. The tenant submits that the only resolution is that the door and frame be replaced.

The landlords' agent gave the following testimony. ZZ testified that he acknowledges that there have been problems with the door but that he has arranged for it to be addressed when it has been brought to his attention. ZZ testified that several of the service calls resulted in no repairs being done as there was nothing wrong with the door. ZZ testified that someone has been loosening the adjustment screws on the automatic closer that has caused some of the slamming issue. ZZ testified that there was an electrical switch that required replacement which was done in June 2019. ZZ testified that the building is a heritage building and that they are trying to keep the character intact, including keeping the original façade, doors and windows.

ZZ testified that a City of Vancouver inspector recently inspected the building on March 26, 2019 and although he found some deficiencies, there wasn't any notation or mention of issues with the main door or the locking mechanism. ZZ testified that the landlord has done repairs when necessary. The landlord testified that if any further issues arise he will address them immediately and will make his best efforts to improve communication with the tenants.

Analysis

While I have turned my mind to all the documentary evidence and the testimony of the parties, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the tenant's claim and my findings around each are set out below.

The tenant made several references that his quiet enjoyment had been impacted by what he feels is the landlords' lack of action. I find it pertinent to clarify this point so that the parties are clear about what this decision will address. The tenant has made an application seeking emergency repair to the main door. I will address this issue and only this issue. For absolute clarity, I am not dismissing or minimizing the tenants' allegation of loss of quiet enjoyment, but I am only required to address what has been applied for; and that is for an emergency repair.

The landlord provided numerous receipts from locksmiths and an intercom technician. The landlord has provided evidence that they have addressed the door issue as required. The landlord had six service calls within a two month period; I find that to be reasonable and appropriate action by the landlord. In addition, the City of Vancouver found no deficiencies with the door that is the subject of this hearing. Based on all of the above, I find that the door has been repaired and that it is no longer an issue; accordingly, I dismiss the tenants' application.

As the tenant has not been successful in this application, the tenant is not entitled to the recovery of the filing fee.

Conclusion

The tenants' 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: July 08, 2019

Residential Tenancy Branch