



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RP

Introduction

This matter dealt with an application by the Tenant for repairs to the unit, site or property.

The Tenant's Advocate said she served the Landlord with the Application and Notice of Hearing (the "hearing package") by registered mail on September 13, 2019. Based on the evidence of the Tenant's Advocate, I find that the Landlord was served with the Tenant's hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

Issues(s) to be Decided

1. Are there repairs to the unit, site or property that are needed to be completed?

Background and Evidence

This tenancy started on February 1, 2018 as a month to month tenancy. Rent is \$690.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$345.00 at the start of the tenancy.

The Tenant's Advocate said there are two issues in the Tenant's application. The Landlord replaced the air conditioner in the unit as requested by the Tenant, but has not completed the weather stripping around the air conditioning unit. Consequently, the Tenant said there is cold air coming into the rental unit from around the air conditioning unit. The Tenant's Advocate requested the weather stripping work be completed.

The Advocate said the second issue is the door frame is broken and the weather stripping is not attached to the door frame. The Advocate said the Tenant is requesting the door frame be repaired or replaced and the weather stripping be installed so that the door and door frame are sealed from the weather. The Advocate said the Tenant has written three letters requesting the work be done and the Landlord has not completed

the work to date. The Advocate continued to say that winter is coming and the Tenant says the rental unit is cold and he has to crank up the heat to stay warm. The Advocate continued to say the building is old and the wood in the door frame is rotten. The Advocate said the Landlord is responsible for repairs to the building and the Tenant is requesting the door frame be repaired and properly weather stripped.

The Landlord agreed the weather stripping around the air conditioning unit needs to be done and the Building Manager committed to complete the work within 7 days of this meeting or by October 22, 2019. Further the Landlord agreed the building is possibly 50 years old, but the Landlord said the wood in the door frame is not rotten and it was in good condition at the start of the tenancy. As well the Landlord said the rental complex is not set up for handicapped tenants. The Landlord said he believes the door jam has been damaged by the Tenant driving his scooter through the door way. The Landlord said the door jam has been damage by the Tenant driving the scooter into the jam like a speed bump on a road. Consequently the door frame on the floor is broken and the weather stripping has been pulled off the sides of the door when the Tenant drives through and rubs up against the sides of the door way. The Landlord said he has repaired the weather stripping twice and the floor jam once and the building manager has repaired the weather stripping twice. The Building Manager said he believes the door need to be replaced because the Tenant broke the door jam when he had trouble entering the unit a few months ago. The Building Manager said that the Tenant should have called him and he would have helped the Tenant get into the unit without breaking the door jam. As a result the Landlord said they believe the damage to the door is because of the Tenant driving his scooter through the door and because the Tenant broke the door jam during a force entry when he had trouble opening the door. The Landlord said the Tenant should be responsible for the repair costs.

The Tenant's Advocate said that part of the scooter use agreement with the Tenant is that he parks it inside in a secure area. The Advocate said the Tenant has to park the scooter inside his unit or he may loss the use of it. Further the Advocate said because the door jam is old and rotten it did not stand up to the Tenant driving his scooter through it. The Advocate said the age and condition of the door jam is the issue not whether the Tenant drives his scooter into his unit or not.

The Tenant said that he did have trouble getting into his rental unit and he did force the door which broke the inside of the door jam, but that doesn't affect the floor of the door jam or that the weather stripping is not on the door jam. The Tenant's Advocate submitted photographs showing the detached weather stripping and where the door jam separated from the floor.

The Landlord agreed the door jam needed to be repaired or replaced, but he said the Tenant caused the damage and the Tenant should be responsible for the cost to fix it.

The Parties were offered an opportunity to explore a mediated solution to the dispute but an agreement was not achieved. Both Parties requested a decision from the Arbitrator to resolve the dispute.

The Landlord said in closing that he and the Building Manager have repaired the weather stripping 4 times for the Tenant and have tried to reinforce the floor of the door jam to compensate for the Tenant driving his scooter through the doorway. The Landlord said it has not worked as the Tenant continues to drive the scooter through the doorway and now the door jam is in disrepair and most likely need to be replaced.

The Tenant's Advocate said in closing the Tenant has written three letters to the Landlord about the door and weather stripping repairs and the issues have not been resolved. Further the Advocate said repairs of the building are the responsibility of the Landlord and this is an old building that needs repair work. The Advocate said the door jam is rotten and that is why it needs replacing.

Analysis

Landlord and tenant obligations to repair and maintain

The Act says in section 32:

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

(a)complies with the health, 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.

(2)A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.

(3)A tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

(4)A tenant is not required to make repairs for reasonable wear and tear.

(5)A landlord's obligations under subsection (1) (a) apply whether or not a tenant knew of a breach by the landlord of that subsection at the time of entering into the tenancy agreement.

First as the Landlord and Building Manager have agreed to repair the weather stripping around the air conditioning unit by October 22, 2019; I order this repair to be completed by October 22, 2019.

With regard to the damaged door jam I have reviewed the evidence and testimony of the Tenant and the testimony of the Landlord as the Landlord did not submit any evidence. It is apparent that the door jam is damaged and does need repair or replacement. Both Parties are in agreement on this matter. The dispute is about who is responsible for the cost of the repairs. The Tenant's Advocate says the building is old and the door jam is rotten therefore the Landlord is responsible to repair or replace the door jam and door if needed. The Landlord said the door jam was in good condition at the start of the tenancy and the Tenant has damaged the door jam by riding his scooter through the door way. The Landlord says this is not normal wear and tear so the Tenant is responsible. On the balance of probabilities the cause of this situation is most likely somewhere between the age of the building and the Tenant riding his scooter through the door way. The damage to the door way is two fold. First the weather stripping on the sides of the door way and then the door jam specifically the floor section which has come apart from the rest of the door jam.

I accept that the building is most likely 50 plus years old and the wood in the door jam is likely to have degraded to some degree. Further I accept the Landlord's testimony that the Tenant driving his scooter through the door way is not normal wear and tear as this facility is not set up for handicapped tenants. Therefore driving the scooter through the door way has contributed to the poor condition of the door jam. Given this I find that both the Landlord and the Tenant have responsibility for repairing the doorway and weather stripping on the door way. I order the Landlord to repair or replace the doorway within 60 days of this hearing or by December 15, 2019. Further I order the cost of the repairs to be shared 1/3 of the cost for the Tenant and 2/3 of the cost for the Landlord. The Tenant's cost will not exceed \$300.00 and the Landlord and Tenant can make a payment arrangement over time or the Tenant can authorize the Landlord to use part of his security deposit for the repairs. Further I strongly encourage the parties to find make arrangements to build a ramp to assist the Tenant in entering and exiting the unit and to protect the door from damage.

Conclusion

The Landlord is order to repair or replace the door jam and weather stripping on the door by December 15, 2019. The cost of the repairs will be shared 1/3 for the Tenant and 2/3 for the Landlord.

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: October 15, 2019

Residential Tenancy Branch