



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RP

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act) for repairs to the unit, site or property.

Tenant advocate PL (advocate) attended the teleconference hearing and gave affirmed testimony. The advocate has signed authorization to act on behalf of the tenant at this hearing. The hearing process was explained to the advocate and an opportunity to ask questions was provided to the advocate.

The advocate testified that the landlord was served with the Notice of Dispute Resolution Hearing dated September 15, 2021 (Notice of Hearing), application and documentary evidence on September 17, 2021 via registered mail. A registered mail tracking number has been included on the style of cause of ease of reference. According to the Canada Post registered mail tracking website, the landlord signed for and accepted the registered mail package (Package) on September 21, 2021. I find the landlord was sufficiently served as a result of the above and consider this matter to be unopposed by the landlord as a result.

Given the above, the hearing continued without the landlord present in accordance with Rule 7.1 and Rule 7.3 of the Residential Tenancy Branch (RTB) Rules of Procedure (Rules), which address consequences for not attending a dispute resolution hearing.

Preliminary and Procedural Matters

The advocate was informed at the start of the hearing that recording of the dispute resolution is prohibited under the RTB Rule 6.11. The advocate was also informed that if any recording devices were being used, they were directed to immediately cease the

recording of the hearing. In addition, the advocate was informed that if any recording was surreptitiously made and used for any purpose, they will be referred to the RTB Compliance Enforcement Unit (CEU) for the purpose of an investigation under the Act. The advocate did not have any question about my direction pursuant to RTB Rule 6.11 and confirmed they were not recording.

In addition, the advocate confirmed their email address at the outset of the hearing and stated that they understood that the decision would be emailed to them. I have added the advocate to the application pursuant to section 64(3)(c) of the Act given the signed authorization from the tenant authorizing the advocate to act on their behalf at the hearing.

Issue to be Decided

- Should the landlord be directed to make repairs to the unit, site or property under the Act?

Background and Evidence

The advocate stated that the tenancy began in 2016. The landlord did not have a written tenancy agreement and as a result, the tenancy is based on an oral agreement between the parties as confirmed by the advocate.

The advocate referred to the application for repairs, which states as follows:

On July 5th, 2021, I wrote a letter to my Landlord (see p.11) asking him to fix my hot water, fix my fridge, fix my stove, fix my electrical breaker box, fix the electrical outlets that are not working, fix my bathroom floor, and to fix the front door to my building. I asked him to deal with these matters by August 1, 2021, and he ignored my requests. I am asking that an Order be issued to make these repairs. My Landlord has also had a recent Administrative Penalty issued against him, by the RTB, and will likely ignore this Order.

In addition, the advocate presented the July 5, 2021 letter from the tenant to the landlord indicating the reason for the above-noted repairs in greater detail as follows, which has been redacted to protect personal information:



July 5th, 2021

My name is [redacted] and I have developmental disabilities. I moved into your rental unit in 2016. For quite some time, now, I have had no hot water, no working fridge, no working stove, my electrical breaker box is damaged, and a number of electrical outlets are not working so I have to run extension cords everywhere. Furthermore, my bathroom floor is rotting out. This is not acceptable and needs to be dealt with immediately/in a timely manner.

Both myself and my support worker have spoken to you several times regarding these matters but nothing is being done about it. It would seem I am simply being ignored. I cannot live like this any longer.

According to section 32 of the Residential Tenancy Act, landlords must ensure that their rental property is suitable for occupation and compliant with health, safety, and housing standards required by law.

Residential Tenancy Policy Guideline 1. Landlord & Tenant – Responsibility for Residential Premises, states: The Landlord is responsible for ensuring that rental units and property, or manufactured home sites and parks, meet “health, safety and housing standards” established by law, and are reasonably suitable for occupation given the nature and location of the property. (p.1) The Guideline further states, under MAJOR APPLIANCES 3. The landlord is responsible for repairs to appliances provided under the tenancy agreement unless the damage was caused by the deliberate actions or neglect of the tenant. (p.3)

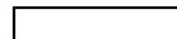
Should you not deal with this immediately/in a timely manner I will file for a Hearing with the Residential Tenancy Branch, after August 1, 2021, asking for an Order to do so.

2. Regarding the front door to our building, it was removed by someone in April 2021. In the middle April, someone spoke to the property manager [redacted] about the matter and the door was eventually replaced. The problem, now, not only does it not lock, but you have to crawl through the bottom portion of it to enter, and other people have been coming into the building and sleeping in the hallways. It is not safe.

Residential Tenancy Policy Guideline 1. Landlord & Tenant – Responsibility for Residential Premises states, under SECURITY: 7. In a multi-unit residential premises, in addition to providing and maintaining adequate locks or locking devices on all doors and windows of each individual unit within the premises, the landlord is responsible for providing adequate locks or locking devices on all entrances to common areas in the premises and on all storage areas. (p.6)

Again, should you not deal with this immediately/in a timely manner I will file for a Hearing with the Residential Tenancy Branch, asking for an Order to do so.

Thank you for your prompt attention in dealing with these matters.



The advocate confirmed the 7 repairs required are as follows:

1. Hot water not working
2. Fridge not working
3. Stove not working
4. Electrical breaker box not working correctly
5. More than ½ of the electrical outlets in rental unit not working
6. Bathroom floor rotting out
7. Access to building front door does not lock

The advocate also stated that there has been a recent fire in the building; in a different rental unit and that the landlord has failed to respond to the tenant's July 5, 2021 letter or repair any of the 7 items listed above.

The advocate stated that the landlord has already been subject to 2 administrative penalties assessed by the RTB CEU for failing to comply with RTB orders.

Analysis

Based on the undisputed documentary evidence and the undisputed testimony provided during the hearing, and on the balance of probabilities, I find the following.

Section 32(1) of the Act applies and states:

Landlord and tenant obligations to repair and maintain

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.

[emphasis added]

Based on the above and given that I find advocate has provided sufficient evidence that the landlord has not responded to the tenant's request for repairs, I find the landlord has breached section 32(1)(a) and 32(1)(b) of the Act. Consequently, I make the following orders pursuant to sections 62(3) of the Act:

- 1. I ORDER** the landlord to hire, at their expense, a licensed plumber to attend the rental unit **no later than January 21, 2022 by 5:00 p.m. Pacific Time** to inspect

the hot water system and ensure that any repairs to the hot water system are **completed no later than January 24, 2022 at 5:00 p.m. Pacific Time.**

2. **I ORDER** the landlord to repair or replace at the landlord's expense both the fridge and stove of the rental unit **no later than January 21, 2022 by 5:00 p.m. Pacific Time.**
3. **I ORDER** the landlord to hire, at their expense, a licensed electrician to attend the rental unit **no later than January 21, 2022 by 5:00 Pacific Time** to inspect any deficiencies with the electrical breaker box and electrical outlets and have all related electrical repairs **completed no later than January 24, 2022 at 5:00 p.m. Pacific Time.**
4. **I ORDER** the landlord to hire, at their expense, a licensed contractor to attend the rental unit **no later than January 21, 2022 by 5:00 Pacific Time** to inspect the bathroom rotting floor and to repair the rotting bathroom floor **no later than January 24, 2022 at 5:00 p.m. Pacific Time.**
5. **I ORDER** the landlord to hire, at their expense, a licensed locksmith to attend the rental unit building to inspect the lock or lack thereof to the front access door to the building and to ensure the lock is repaired or installed **no later than January 21, 2022 at 5:00 p.m. Pacific Time.**

If the landlord fails to comply with my orders above, the tenant may apply for further monetary compensation including, but not limited to, an application for a reduction in rent until such time that the orders have been completed. The tenant may also contact the CEU to report the non-compliance of my orders, should the landlord fail to comply with any of my orders within the specified timelines.

Conclusion

The tenant's application is successful.

The landlord has breached section 32(1)(a) and 32(1)(b) of the Act.

I have made 5 orders pursuant to section 62(3) of the Act.

This decision will be emailed to the tenant via their advocate and will be sent by regular mail to the landlord on a rush basis.

The advocate testified that the landlord has already been subject to 2 administrative penalties for failing to comply with RTB orders, which I find to be unreasonable. Therefore, a copy of this decision will be forwarded to an RTB Manager (Manager). The

Manager will review this decision, and if they are of the opinion that these circumstances could reasonably lead to an investigation and consideration for another administrative penalty/penalties, then they will send a copy of this decision along with any other relevant materials to the CEU. This separate unit of the RTB is responsible for administrative penalties that may be levied under the Act. They have the sole authority to determine whether to proceed with a further investigation into this matter and the sole authority to determine whether administrative penalties are warranted in these circumstances.

After any dispute resolution materials are sent, neither the undersigned arbitrator nor the Manager will play any role in their process and, if the CEU decides to pursue this matter, they do not provide an arbitrator or the Manager with any information they may obtain during their process. Before any administrative penalties are imposed, a person will be given an opportunity to be heard. While the CEU can review the contents of this decision, they can also consider additional evidence that was not before the arbitrator during this proceeding. They are not bound by the findings of fact I have made in this decision. Any further communications regarding an investigation or administrative penalties will come directly from the CEU.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: January 13, 2022

Residential Tenancy Branch