



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RP, RR, OLC. FFT

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenants to have the landlord make repairs to the rental unit, to reduce rent for repairs, service or facilities agreed upon but not provided and to recover the cost of the filing fee.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to ask questions of the other party, and make submissions at the hearing. All parties confirmed under affirmation they were not recording the hearing.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions.

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure authorizes me to dismiss unrelated disputes contained in a single application. In these circumstances the tenant indicated several matters of dispute on the Application for Dispute Resolution, the most urgent of which is the application for repairs to the rental unit. I find that not all the claims on this Application for Dispute Resolution are sufficiently related to be determined during these proceedings. I will, therefore, only consider the tenants request for repairs. The balance of the tenants' applications dismissed, with leave to reapply.

Issue to be Decided

Should the landlord be ordered to make repairs?

Background and Evidence

The tenancy began as a two-year fixed term tenancy on July 1, 2021. Rent in the amount of \$3,600.00 was payable on the first of each month. A security deposit of \$1,600.00 was paid by the tenants. The tenants received possession of the rental unit early on June 27, 2021.

It was clarified at the hearing that at the end of the fixed term the tenancy will automatically revert to a month-to-month tenancy unless both parties agree to enter into new fixed term.

The tenants write in their application that the following repairs are needed.

“Balcony Doors: pieces missing hindering movement damaging wooden ground, bolts on bottom/top don’t line up to securely lock leading to access to unit, sound/dust penetrates through gaps. Window: fogged up, seal damaged. Outlets: need to be fixed by licensed electrician. Ground: prone to scratches, Kitchen Sink: possible mold. Kitchen Cabinet Doors: chipping off, need alignment adjustments, damage to dishwasher panel after install. Baseboard Kitchen/Ground: chipped during dishwasher install.”

[Reproduced as written]

Balcony Doors

The tenants testified that the balcony door does not lock properly and there are gaps in the door.

The landlord’s agents testified that the balcony door is a strata issue, and they have no authority to replace the balcony door. The agents stated they have been trying to find parts for the doors and have contacted all the local companies and they are unable to supply the parts. The agent stated they are and will continue to look for the parts and they will contact the strata to determine if the door can be replaced.

At the hearing the tenants asked the landlord if they have looked into the international company they provided and if they followed up with another company. The landlord’s agent stated they believe they have; however, they will follow that up after the hearing.

Window

The tenants testified that the window fogs up and the seal is damaged. The tenants stated that the strata is going to be taking a vote to determine if the window should be replaced.

The landlord's agents stated that this is a strata issue, and they have no control over whether the strata will replace the window at this time.

Outlets

The tenants testified that they would like an electrician to come and look at two electrical outlets. The tenants stated that the building maintenance person did attend to fix the one outlet; however, the other outlet is loose. The tenants stated that they would like an electrician to inspect to ensure the electrical outlets are safe.

The landlord agreed that they will have an electrician attend to ensure they are safe.

Ground/flooring

The tenants testified that the flooring through the premises is dark and scratches easily. The tenants stated that is some type of paint rather than a stain. The tenants stated that the move-in inspection report was amended to show the floors scratches easily.

The landlord's agents testified that the wood floor was refinished and is prone to scuffing. The agents stated they amended the move-in condition inspection report to allow for this.

Kitchen Sink

The tenants testified that the faucet was loose, and the landlord had a plumber attend; however, there is some type of dark area behind the sink and the plumber said it could be mould. The tenants stated they are uncertain and would like someone to look at the problem.

The tenants testified that the faucet has recently come loose again, and they need that repaired. The tenants stated they did not notify the landlord.

The landlord's agent testified that they had the plumber attend and fix the faucet. The landlord stated they are willing to send someone to look at the area behind the sink and will bring in a plumber to look at the recently loose faucet.

Cabinet Doors

The tenants testified that some of the cabinets need an alignment adjustment. The tenants stated that the paint is also chipping off the cabinets because they think the wrong paint was used. The tenants stated that the move-in condition inspection was amended to show the chips in the paint.

The landlord's agents testified that they have already sent a maintenance person in twice. The agent stated that they amended the move-in condition inspection report to reflect the chipping paint. The agent stated they addressed the tenants' concerns, and they believe the issue was resolved.

Baseboard Kitchen

The tenants testified that when they open the dishwasher the door panel hits the baseboard and cause chipping. The tenants stated that they would like this door adjusted otherwise it will continue to damage the baseboard.

The landlord's agent testified that they would send in a maintenance worker to see if the panel can be adjusted.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In this case, the parties completed a move-in condition inspection report and an addendum. The list of repairs the landlord agreed to be completed at the start of the tenancy was the patio door and minor screw touch ups to the cabinets. These are the only agreed upon repairs to be done to the rental unit.

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.

Balcony Doors

In this case, the landlord agreed in the move-in condition inspection report that they would fix the balcony door, this a french style door. The landlord has contacted multiple companies in the attempt to find parts, which has been unsuccessful at this point. It is very common due the state of emergency that parts are hard to find, even if available.

The landlord does not have the authority to replace the patio door as this is strata property.

While I am not satisfied that this is a health issue, I am satisfied that having an exterior door that does not lock properly could be a safety issue, although the risk is relatively low as this is a balcony on the 4th floor.

I find it appropriate to Order that the landlord to make a formal request for replacement of the balcony door from the strata within 10 days of receiving this decision. If the strata is not willing to replace the door, and parts are still not available; I find it reasonable that the landlord would look at some alternate solution to ensure the door locks properly, such as a sliding interior lock that would be installed on the door. While this may not be cosmetically pleasing to the tenants; however, it would ensure the rental unit is fully secured and satisfied any safety concerns.

Window

The window fogs up and the seal may be broken. However, this is not a health or safety concern. Further, the replacement of the window is outside the landlord's control as that is property owned by the strata, which the strata is currently determining whether or not to replace the window. I find I cannot order the landlord to make a repair as they have no authority to do so as this is strata property.

Outlets

The landlord has had their maintenance person attend to fixed one of the electrical outlets. The landlord has agreed that they will have an electrician attend to inspect both outlets that the tenants referred to at the hearing to ensure there is no safety issue. I find it not necessary to make an order for repair as I am not satisfied that this is a health or safety issue, and the landlord is prepared to have them inspected by an electrician.

Ground/flooring

The flooring the rental unit scratches easily, scuff and scratching were noted in the move-in condition inspection report. I find this is not a health or safety concerns and is a character of the premises. I find it not necessary to order the landlord to make repairs.

Kitchen Sink

There is an area behind the sink that the tenants are concerned about. The landlord agreed that they would have someone attend to inspect the issue. I have no evidence that this is a health or safety issue as the photograph provided by the tenants simply show minor staining, or the caulking may need to be repaired. I find it not necessary to make an order for repair as the landlord is prepared to inspect this matter.

The faucet has recently become loose again. The tenants did not notify the landlord. The landlord agreed they would have a plumber attend to look at the faucet. I find it not necessary to make an order for repair as the landlord was not notified.

Cabinet Doors

The move-in condition inspection repair show the landlord agreed to minor screw touch-ups to the cabinets. The landlord has sent a maintenance worker twice to adjust cabinets. I do not find this is health or safety issue. The photographs provided by the tenants shows the cabinet doors do not perfectly align at the bottom, this is extremely minor. These are not new cabinets, and the alignment may never be perfect that is simply a character of the premises and the ageing process. I do not find it necessary to make an order for repair.

In this case, the cabinets paint may be chipping, which chipping was noted in the move-in condition inspection report. This was not a repair agreed to at the start of the tenancy. This could be from the wrong type of paint used or the aging process. I do not find that

this is a healthy or safety issue as this is the character of the premises. I do not find it necessary to make an order for repair.

Baseboard Kitchen

The video provided by the tenant shows the panel of the dishwasher is rubbing on the baseboard causing minor chipping and may need adjustment. The landlord has agreed to have someone attend to look to see if an adjustment is possible. If the adjustment is not possible then the decorative panel may be required to be removed to ensure no further damage is caused to the baseboard or alternatively this would be considered reasonable wear and tear and the tenants would not be held responsible for any damage caused to the baseboard. This is not a health or safety issue. I do not find it necessary to make an order for repair as the landlord is willing to see if an adjustment can be made.

Conclusion

The tenants' application is largely requesting repairs for minor cosmetic issues that are not a health, safety concern and not contrary to housing standards. The landlord is under no obligation to make repairs, unless they were agreed upon at the start of the tenancy or they do not comply with health, safety and housing standards.

The only matter that could be considered a safety issue is the exterior patio door, which was also agreed by the landlord to repair at the start of the tenancy. The landlord has taken reasonable steps to try to find parts for the door. However, parts for the door have not been found. I Order the landlord to contact the strata to determine if the door can be replaced. If the strata refuses to replace the door, and parts still cannot be found, then the landlord is to find an alternate way to ensure the door can be secured.

As the tenants' application has been unsuccessful and the landlord has been taken reasonable step to find parts for the door. I decline to award the cost of the filing fee.

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: February 2, 2022