



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Pacific Quorum Properties  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      RP, FFT

### Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order for repairs - Section 32; and
2. An Order to recover the filing fee for this application - Section 72.

The Landlord did not attend the hearing. I accept the Tenant’s evidence that the Landlord was served with the application for dispute resolution, notice of hearing and evidence (the “Hearing Package”) by registered mail on December 17, 2021 in accordance with Section 89 of the Act. Section 90 of the Act provides that a document served in accordance with section 89 of the Act is deemed to be received if given or served by mail, on the 5th day after it is mailed. Given the evidence of registered mail I find that the Landlord is deemed to have received the Hearing Package on December 22, 2021. The Tenant was given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Tenant entitled to an order for repairs?

Is the Tenant entitled to recovery of the filing fee?

### Background and Evidence

The tenancy started in August 2017. Rent of \$1,245.00 is payable on the first day of each month. At the outset of the tenancy the Landlord collected \$500.00 as a security deposit. The patio door in the unit has never closed properly since the beginning of the tenancy. The Tenant has been experiencing cold air into the unit from the door. The Tenant has repeatedly asked for repairs to the door and as late as November 2021 the Tenant sent an email to the Landlord seeking repairs or replacement. During November and December 2021, the Landlord sent three different companies to the unit to inspect the door for repairs and all three companies informed the Tenant that the door could not be repaired and required replacement. The Landlord's property manager acknowledged to the Tenant that the door required replacement and informed the Tenant that the owner did not want to pay for the replacement due to the cost. The Tenant seeks an order for the replacement of the door as soon as possible and no later than April 11, 2022.

### Analysis

Section 32(1) of the Act provides that 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.

Given the Tenant's undisputed evidence that the patio door does not close allowing cold air into the unit, that the door cannot be repaired, that the Tenant made a request to the Landlord for repair or replacement, and that the Landlord has failed to remedy the problem I find that the Tenant has substantiated that the Landlord has failed to comply with the Act to make the unit suitable for habitation. I therefore order the Landlord to replace the patio door as soon as possible and no later than the end of the business day on April 11, 2022. Should the Landlord fail to comply with this order the Tenant has leave to reapply for compensation.

As the Tenant has had success with their claim, I find that the Tenant is entitled to recovery of the \$100.00 filing fee and the Tenant may deduct this amount from future rent payable in full satisfaction of this claim.

Conclusion

The Landlord is ordered to replace the patio door as soon as possible and no later than the end of the business day on April 11, 2022.

I grant the Tenant an order under Section 67 of the Act for **\$100.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: March 28, 2022

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Residential Tenancy Branch