



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP

Introduction

This hearing was scheduled as an expedited hearing to convene on March 21, 2022 at 11:00 a.m. by way of conference call concerning an application made by the tenant seeking an order that the landlord make emergency repairs for health or safety reasons.

The tenant and the landlord attended the hearing, accompanied by the landlord's spouse, and the tenant was assisted by an Advocate. During the hearing the landlord indicated that he had to leave for a medical appointment, and I adjourned the hearing to 3:00 in the afternoon, with the consent of the parties.

The parties and the Advocate attended the hearing in the afternoon, however the line remained open for 10 minutes prior to giving instructions on how the hearing would be conducted, and no one for the landlord joined the call. The landlord attended at 3:20 p.m.

The parties each gave affirmed testimony, and the tenant called 1 witness who also gave affirmed testimony. The parties were given the opportunity to question each other and to give submissions. The landlord has not provided any evidence, and no issues with respect to the tenant's evidence were raised.

During the course of the hearing, the tenant's Advocate advised that another hearing is scheduled for the following day, March 22, 2022 concerning an application made by the tenant seeking orders cancelling notices to end the tenancy given by the landlord, and for monetary compensation. I also determined that that matter is scheduled to be heard by me. The tenant's Advocate applied to have the hearings joined to be heard together, however the landlord advised that he has not been served with a Notice of Dispute Resolution Proceeding and is not aware of the March 22, 2022 hearing. I advised the

parties it will be up to the tenant to prove service at the March 22, 2022 hearing. However, given that the hearing involves notices to end the tenancy, I would not be making a Decision with respect to this hearing and application until the hearing on March 22, 2022 has concluded. I provided the landlord with the passcode to use to access the conference call hearing on March 22, 2022.

Issue(s) to be Decided

- Has the tenant established that the landlord should be ordered to make emergency repairs for health or safety reasons, and specifically with respect to heat in the rental unit, door locks and door handles?

Background and Evidence

The tenant testified that this month-to-month tenancy began on November 16, 2021 and the tenant still resides in the rental unit. Rent in the amount of \$675.00 is payable on the 1st day of each month, and the tenant paid a pro-rated amount for the first partial month. There are no rental arrears. At the outset of the tenancy the tenant paid a security deposit to the landlord in the amount of \$337.50 which is still held in trust by the landlord, and no pet damage deposit was collected. The rental unit is a 2 bedroom basement suite in the landlord's home, which the tenant shares with another tenant. Each pays separate rent to the landlord, and the tenants share the kitchen, bathroom and common area which is the living room.

The rental unit is accessed by 2 sliding glass doors, one is the exterior main door and the other is an entry to the rental suite, and both locks are broken. Further, a door exists in the tenant's bedroom that is accessible from the landlord's residence, and the landlord has been entering unannounced without notice ever since the tenancy began. The landlord has been trespassing, looking around and turning off the light, accessing the door from his residence into the tenant's bedroom. Photographs have been provided by the tenant for this hearing.

Police had attended at the rental home because the landlord caused a disturbance and on November 26, 2021 the police ordered the landlord to fix the locks. The day before that the landlord took a lock off a door and police told him to put it back on and to not go into the rental unit without giving 24 hours notice, and to take the church stuff out of the rental unit. The landlord was in the rental unit again and a police officer told the tenant to put the phone on speaker, and told the landlord to leave but he refused. The landlord eventually left. Photographs of the landlord with a crowbar and doors have been

provided for this hearing. Another photograph shows that the living room in the rental unit contains religious items and stacking chairs as if a religious gathering is prepared.

The tenant also seeks an order that a lock be placed on the bedroom door such that the landlord cannot enter.

The house is heated with natural gas and there is no thermostat in the basement suite; it's controlled upstairs in the landlord's residence. The landlord turned the heat off on January 8, 9 and 10 weekend, leaving it off all night long. The tenant testified that he addressed it with the landlord and sent a letter asking that if there's a problem, please fix it and that it was affecting the tenant's sleep. The problem has continued and is still happening today, sporadically. The heat is on early in the morning for a period, then off all day. In the evening it would come on again for a short period and off again all night long. The pattern continues. A copy of a letter that the tenant gave to the landlord has been provided for this hearing indicating that the landlord should either fix it or turn it on, but the landlord has not responded.

The tenant also testified that a light in the bathroom keeps going off and on, so there's a short or electrical problem with the light fixture that could be a fire hazard.

The tenant's witness testified that the tenant is a friend, and the witness found this accommodation for the tenant. The witness was at the rental unit shortly after the tenant moved in. As the witness was about to leave, the landlord came in. The witness asked who the person was, and the tenant confirmed it was the landlord. The witness found it shocking that someone would just walk in.

The tenant talked to the witness about privacy concerns and safety, and the witness told the tenant to call police. The tenant told the witness that he had to call police 2 or 3 times.

The witness attended at the rental unit on 2 other occasions, but stayed in her car, being uncomfortable there. The landlord had just stood in front of the witness and the tenant on the first visit.

The landlord testified that he is a technician and does all the repairs. If the tenant doesn't like it, too bad; he can move out.

Another tenant also lives in the rental unit. The tenant rents a room, not the entire suite.

The landlord did not go in, the tenant is a liar and so is his witness. The landlord was at the door, not inside the suite. There are 2 doors, main and another door. The landlord respects the tenant's rights.

The landlord always keeps the heat on, but it's hot and the tenant lied to make an excuse. The other tenant has no problem, but this tenant complains all the time. He can move out, no problem. The landlord is elderly and his wife needs medical care. The tenant knocks and bangs on the door all the time instead of ringing the bell.

The landlord agrees that he was told by a police officer on November 22, 2021 to not go into the suite.

Analysis

A landlord is required to provide and maintain rental homes in a state of decoration and repair that makes it suitable for occupation by a tenant. That includes heat and door handles and door locks.

In this case, the landlord only testified that the tenant and the tenant's witness are liars. The landlord also testified that he repaired the door handles and door locks, which is disputed by the tenant.

I have reviewed the photographs provided by the tenant, and it is very clear that the sliding glass doors have no handles and no locks. I have also listened to the recordings, and it is clear that the landlord enters without notice.

The *Residential Tenancy Act* describes "emergency repairs" which includes damaged or defective locks that give access to a rental unit. The *Act* also states that a tenant may have the repairs completed if the tenant has made at least 2 attempts to contact the landlord for the repairs, and gives the landlord a reasonable time to make the repairs. The tenant would then be permitted to reduce rent for the cost. However, a landlord is required to make emergency repairs.

The law also states that:

29 (1) A landlord must not enter a rental unit that is subject to a tenancy agreement for any purpose unless one of the following applies:

(a) the tenant gives permission at the time of the entry or not more than 30 days before the entry;

(b) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant written notice that includes the following information:

- (i) the purpose for entering, which must be reasonable;
- (ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant otherwise agrees;
- (c) the landlord provides housekeeping or related services under the terms of a written tenancy agreement and the entry is for that purpose and in accordance with those terms;
- (d) the landlord has an order of the director authorizing the entry;
- (e) the tenant has abandoned the rental unit;
- (f) an emergency exists and the entry is necessary to protect life or property.

(2) A landlord may inspect a rental unit monthly in accordance with subsection (1) (b).

Considering the evidence, I order the landlord to repair the handles and locks on the 2 sliding glass doors by no later than Friday, April 1, 2022 and to provide the tenant with keys for both doors to obtain access.

I further order the landlord to provide a lock on the bedroom door that leads to the landlord's residence which can be locked by the tenant on the tenant's side, by no later than Friday, April 1, 2022.

If the landlord fails to have the repairs completed by April 1, 2022, the tenant will be at liberty to have the locks changed by a locksmith and to recover the costs by way of a discount of rent.

I further order the landlord to refrain from turning the heat down or from turning it off, and to ensure that adequate heat is provided to the tenant.

I further order the landlord to comply with Section 29 above, and to refrain from entering the rental unit without proper written notice to the tenant.

Conclusion

For the reasons set out above, I hereby order the landlord to repair the handles and locks on the 2 sliding glass doors by no later than Friday, April 1, 2022 and to provide the tenant with keys for both doors to obtain access.

I further order the landlord to provide a lock on the bedroom door that leads to the landlord's residence which can be locked by the tenant on the tenant's side, by no later than Friday, April 1, 2022.

I further order the landlord to refrain from turning the heat down or from turning it off, and to ensure that adequate heat is provided to the tenant.

I further order the landlord to comply with Section 29 above, and to refrain from entering the rental unit without proper written notice to the tenant.

This order is final and binding and may be enforced.

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: March 22, 2022

Residential Tenancy Branch