



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Front Street Realty  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      PSF

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for an Order to provide services or facilities required by the tenancy agreement or law, pursuant to section 62(3) of the *Act*.

Tenant T.D. and an agent for the landlord attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

Both parties agree that the tenant served the landlord with a copy of this application for dispute resolution via registered mail. I find that the landlord was served in accordance with section 89 of the *Act*. Both parties agree that neither party submitted or served evidence for consideration.

Both parties confirmed their email addresses for service of this Decision.

### Issues to be Decided

Are the tenants entitled to an Order to provide services or facilities required by the tenancy agreement or law, pursuant to section 62(3) of the *Act*?

### Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of both parties, not all details of their respective submissions and arguments are reproduced here. The relevant and important aspects of tenant T.D. and the agent's claims and my findings are set out below.

Tenant T.D. testified that this tenancy started in March of 2020. The agent testified that this tenancy started on April 22, 2020. No tenancy agreement was entered into evidence.

Both parties agreed to the following facts. Monthly rent in the amount of \$1,268.75 is payable on the first day of each month. A security deposit of \$625.00 and a pet damage deposit of \$625.00 were paid by the tenants to the landlord.

Both parties agree that since the fall of 2021 the entry phone to the subject rental building has stopped working. Tenant T.D. testified that guests used to be able to use the entry phone which would connect to her cell phone, and she could press a button on her cell phone to let the guest in. The tenant testified that she now has to physically open the door for her guests to let them into the building and walk them back to the subject rental property.

Tenant T.D. testified that she is seeking to have the landlord provide a working entry phone.

The agent testified that she has called two different electricians to fix the problem and they don't know how. The agent testified that the last electrician attended in March of 2022 and told her to contact the manufacturer of the entry phone. The agent testified that she has contacted the manufacturer via telephone and email but they have not returned her call or email. The landlord did not submit any evidence to substantiate the above testimony.

### Analysis

Section 62(3) of the *Act* states:

(3) The director may make any order necessary to give effect to the rights, obligations and prohibitions under this Act, including an order that a landlord or tenant comply with this Act, the regulations or a tenancy agreement and an order that this Act applies.

Based on the testimony of both parties, I find that whether the term was explicit or implied, a functional entry phone was a term of the tenancy agreement. I find that in failing to repair or replace the entry phone in a timely manner, the landlord has breached the tenancy agreement.

I find that while the landlord has likely made some effort to repair the entry phone, the repair and or replacement has not been diligently pursued which has resulted in the entry phone remaining unfunctional since the fall of 2021.

Pursuant to section 62(3) of the *Act*, I Order the landlord to repair or replace the entry phone by July 31, 2022.

Section 65(1)(f) of the *Act* states that if the director finds that a landlord or tenant has not complied with the *Act*, the regulations or a tenancy agreement, the director may order that past or future rent must be reduced by an amount that is equivalent to a reduction in the value of a tenancy agreement.

In accordance with section 65(1)(f) of the *Act*, I order that the tenants' rent be reduced by \$25.00 per month effective June 1, 2022, for the loss of value of her tenancy, until the repair or replacement of the entry phone is complete.

If the repair/replacement is completed mid-month, for example on June 15, 2022, then rent for the following month, in this example that being July 1, 2022, would return to the original rental rate of \$1,268.75 per month.

### Conclusion

The landlord is ordered to repair or replace the entry phone by July 31, 2022.

The tenant is entitled to deduct \$25.00 per month from rent due to the landlord from June 1, 2022 until the entry phone is repaired or replaced.

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: May 13, 2022

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Residential Tenancy Branch