



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **RP**

Introduction

This hearing was convened by way of telephone conference as a result of the Tenant's application for dispute resolution ("Application") under the *Residential Tenancy Act* (the "Act") for an order requiring the Landlord to complete repairs to the rental unit pursuant to section 32(1) of the Act.

The Tenant appeared at the participatory hearing. A representative of the Landlord did not attend the hearing even though I left the teleconference hearing connection for the entire duration of the hearing scheduled for 1:30 pm. I confirmed the correct call-in numbers and participant codes were provided in the Notice of Dispute Proceeding Hearing ("NDRP") generated when the Tenant filed the Application with the Residential Tenancy Branch ("RTB"). I also confirmed throughout the duration of the hearing, which ended at 2:11 pm, that a representative of the Landlord was not in attendance and that the Tenant and I were the only ones on the conference call. The Tenant was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The Tenant stated she served the NDRP on the Landlord by registered mail on May 13, 2022. The Tenant provided the Canada Post tracking number for service of the NDRP on the Landlord. I find the NDRP was served on the Landlord in accordance with the provisions of section 89 of the Act.

The Tenant stated she served her evidence on the Landlord by registered mail on August 22, 2022. The Tenant provided the Canada Post tracking number for served of her evidence on the Landlord. I find the Tenant's evidence was service on the Landlord in accordance with the provisions of section 88 of the Act.

Issue to be Decided

Should the Landlord be ordered to make repairs to the rental unit?

Background and Evidence

While I have turned my mind to all the accepted documentary evidence and the testimony of the parties, only the details of the respective submissions and/or arguments relevant to the issues and findings in this matter are reproduced here. The principal aspects of the Application and my findings are set out below.

The Tenant submitted into evidence pages 1, 2, 3 and 6 of the tenancy agreement, dated January 1, 2019, between the former landlord and the Tenant. The Tenant stated the residential property had been purchased by the Landlord from the former landlord. The Tenant stated the tenancy commenced on January 1, 2019, on a month-to-month basis, with rent of \$900.00 payable on the 1st day of each month. The Tenant stated that the rent was currently \$834.00 as result of a reduction from the Landlord made when it withdrew cablevision services. The Tenant stated she was required to pay a security deposit \$450.00 and a pet damage deposit of \$450.00 by January 1, 2019. The Tenant stated she paid the security and pet damage deposits to the former landlord.

The Tenant stated the top of the parapet on her balcony was rotted and she was concerned about its stability and the potential for injury. The Tenant submitted into evidence three photographs of the parapet. The Tenant request that I order the Landlord to complete repairs to the parapet so that it was returned to a safe condition. The Tenant stated the door to the bedroom in the rental unit, and the door for the closet in that bedroom, were missing. The Tenant stated the former landlord had agreed to install bedroom and closet doors in the rental unit. The Tenant submitted into evidence photographs of the missing doors. The Tenant submitted into evidence a text message, dated January 31, 2020, to the former building manager, in which she inquired about the installation of bedroom and closet doors. The building manager replied to the text and asked that the Tenant put the request in writing. The Tenant then responded that she had made the request in writing when she paid her rent. The Tenant testified she has been in another rental unit in the residential property and observed that there is a door for the bedroom and a door for the bedroom closet.

The Tenant submitted into evidence a copy of an email dated April 25, 2022 in which the agent for the Landlord stated the Tenant could forward any concerns the Tenant had to him. The Tenant responded to that email and stated that the doors to her bedroom and the closet for the bedroom have not been replaced even though the caretaker for the former landlord had stated they would be installed and that the balcony railing was rotting. The Tenant stated that, as of the date of this hearing, the Landlord has not installed doors for the bedroom or bedroom closet nor has the Landlord repaired the balcony railing.

Analysis

Sections 6, 32(1) and 62(3) of the Act state:

- 6(1) *The rights, obligations and prohibitions established under this Act are enforceable between a landlord and tenant under a tenancy agreement.*
 - (2) A landlord or tenant may make an application for dispute resolution if the landlord and tenant cannot resolve a dispute referred to in section 58
 - (1) *[determining disputes].*
 - (3) A term of a tenancy agreement is not enforceable if
 - (a) the term is inconsistent with this Act or the regulations,
 - (b) the term is unconscionable, or
 - (c) the term is not expressed in a manner that clearly communicates the rights and obligations under it.
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- 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.*

62(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.

[emphasis added in italics]

The hinges for a door for the bedroom are clearly visible in the photograph provided by the Tenant. The upper track for a closet door is clearly visible in the photograph provided by the Tenant. The parapet for the balcony is clearly rotted at the top and may be rotted inside. As such, the parapet appears to be in dangerous condition.

I find the Tenant requested in writing that the former landlord install bedroom and closet doors and that the former landlord agreed to this request. I find that, although the Tenant's written request was made by a text message, the caretaker of the former landlord responded to that text. As such, I find the request was sufficiently served on the former landlord pursuant to section 71(2)(b) of the Act. I find the caretaker for the former landlord commitment the former landlord to replace the bedroom and bedroom closet doors. I find this obligation was assumed by the Landlord when it purchased the residential premises from the former landlord.

I find the Tenant requested in writing, pursuant to an email dated April 25, 2022, that the Landlord install a bedroom door and closet and repair the parapet. I find this request, although made by email, was sufficiently served on the Landlord pursuant to section 71(2)(b) of the Act on April 28, 2022, being three days after the Tenant sent the email to the Landlord's agent. I find the Landlord had a reasonable period of time to perform the repairs requested by the Tenant. Based on the undisputed testimony of the Tenant, I find the Landlord has either refused or neglected to install bedroom and bedroom closet doors and perform repairs to the balcony parapet. Based on the foregoing, the Landlord has breached section 32(1) of the Act by failing to maintain the rental unit in a manner that makes it suitable for occupation by the Tenant. Pursuant to section 62(3) of the Act, I order the Landlord, no later than October 31, 2022, to:

1. install doors for the bedroom and bedroom closet; and
2. repair or replace the parapet on the balcony of the rental unit.

Conclusion

The Landlord was found to be in breach of section 32(1) of the Act and is ordered to conduct repairs as outlined above.

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: September 7, 2022

Residential Tenancy Branch