



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: CNR OPR RP ERP RR PSF

### **Introduction**

This hearing dealt with an application by the tenant pursuant to the Residential Tenancy Act (the Act) for orders as follows:

- a) To cancel a notice to end tenancy for unpaid rent pursuant to section 46;
- b) To do emergency and necessary repairs pursuant to sections 32 and 33;
- c) For a monetary order or rent rebate for \$1300 as reimbursement for repairs;
- d) To recover the filing fee for this application.

Service:

The Notice to End Tenancy is dated September 16<sup>th</sup>, 2013 and the tenant confirmed it was served personally on him. The landlord gave evidence that they personally received the Application for Dispute Resolution. I find the documents were legally served for the purposes of this hearing.

### **Issue(s) to be Decided:**

Has the landlord proved on the balance of probabilities that there is unpaid rent or has the tenant demonstrated that the notice to end tenancy for should be set aside and the tenancy reinstated?

Has the tenant proved on the balance of probabilities that repairs are necessary and that he is entitled to compensation for repairs not done and to recover the filing fee?

### **Background and Evidence**

Both parties attended the hearing and were given opportunity to be heard, to provide evidence and to make submissions. The undisputed evidence is that the tenancy commenced on May 16, 2013, it is a month to month tenancy, rent is \$1300 a month and a security and pet damage deposit of \$975 was paid in May 2013. The landlord served a Notice to End Tenancy for unpaid rent on September 16, 2013 and the tenant gave evidence that he paid the rent on September 17 or 18. The landlord agreed.

The tenant said he is no longer claiming compensation of \$1300; he said this was claimed only because he put a stop payment on his rent cheque because of his concerns about the lack of security in the building. The tenant outlined his concerns. He lives in the penthouse of the building with his children. On September 12, 2013, some thieves broke into the penthouse. They broke into the common area door with a crow bar and gained access to the penthouse. He said he was told by other residents that this had happened in the past, that there were a number of evictions over the years and that locks have not been changed. He requests that locks be changed, that deadbolt locks be used and that metal doors replace the wooden doors to the roof.

The landlord said he had replaced one front door lock to the penthouse and added a deadbolt. The tenant said that the front and other exterior door locks need changing and the door to the roof. He also asked for a change from wooden to metal doors on doors leading to the roof and the penthouse. The landlord did not agree with changing to metal doors as he said the wooden doors are to fire code and he will put metal plates around the locks to discourage break-ins.

The landlord objected that he had just received some evidence from the tenant and had not time to prepare. However, both parties were given time to explain the situation, they largely agreed on the facts in the Application and discussed the possibilities in the conference. After the conference ended, I received some evidence from the fax queue. In this evidence, the tenant requested other issues to be addressed such as trim, caulking and flooring. This evidence was received late by the Residential Tenancy Branch and too late by the landlord to prepare his case so the hearing is restricted to those items set out in the Application and discussed in the conference.

On the basis of solemnly sworn evidence presented for the hearing, a decision has been reached.

**Analysis:**

I find the undisputed evidence is that the tenant paid his rent within five days after receiving the Notice to End Tenancy. I find the Notice to End Tenancy is set aside according to section 46(4) of the Act and the tenancy reinstated.

I find the tenant is no longer claiming compensation for lack of security so the claim for compensation is dismissed. I find section 28 of the Act sets out the right of the tenant to quiet and peaceful enjoyment of his premises, free from unreasonable disturbance. I find the tenant in this case is extremely concerned about the security of his premises and his children after a recent break-in. I find the weight of the evidence is that the exterior locks to the building and the locks to the penthouse and roof areas have not

been changed for a number of years, although there have been a number of evictions. I find the tenant's evidence credible that locks need to be changed as there was no sign of forced entry from the exterior of the building at the recent break in. However, I find the landlord's evidence credible that metal doors are not necessary if locks are changed to deadbolts and metal plates are put into place around the locks where they join the door frames; the landlord pointed out that the wooden doors are to code.

I find the landlord is correct in asserting that the tenant is responsible to have his own insurance but he seemed to lack some understanding of the tenant's concern about security for his children which is necessary for his peaceful enjoyment.

**Conclusion:**

The weight of the evidence is that the landlord must change the locks on the public entrances to the building and to the penthouse and roof to deadbolts and put metal surrounds in place to discourage illegal entry. I dismiss the other claims of the tenant and the claims set out in the late evidence and give him leave to reapply on those items.

Although the landlord contended that he should not have to pay the filing fee, I found his attitude in the conference indicated that it was necessary for the tenant to bring this Application to increase security to ensure his peaceful enjoyment. Therefore I find the tenant entitled to recover his filing fee from the landlord and a monetary order will be issued for \$50 to the tenant.

**I HEREBY ORDER the landlord by October 20<sup>th</sup>, 2013 to change all exterior locks to the building plus locks to the penthouse and roof to deadbolt locks and install metal plates on such locks to increase the security in the building.**

.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: October 01, 2013

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Residential Tenancy Branch

