



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RP

Introduction

On June 2, 2020, the Tenant made an Application for Dispute Resolution seeking a repair Order pursuant to Section 32 of the *Residential Tenancy Act* (the “Act”).

This Application was set down for a hearing on June 26, 2020, to be heard at 11:00 AM.

The Tenant attended the hearing; however, no one attended the 26-minute hearing on behalf of the Landlords. The Tenant advised that Landlord T.S. is the property manager for Landlord G.L. As well, he stated that he was informed on June 22, 2020 that T.S. was in the hospital, but there was no indication of when he might be discharged. All in attendance provided a solemn affirmation.

The Tenant advised that the Notice of Hearing and evidence package was served to property manager T.S., at the Landlord’s address for service listed on the tenancy agreement, by registered mail on June 5, 2020 (the registered mail tracking number is on the first page of this Decision). He also submitted a copy of the tracking history which indicated that this package was successfully delivered on June 8, 2020. Based on this undisputed testimony and evidence, and in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Landlord has been served the Notice of Hearing and evidence package.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Is the Tenant entitled to a repair Order?

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

The Tenant advised that the tenancy started on September 1, 2011, that rent is currently established at \$891.00 per month, and that it is due on the 31st day of each month. A security deposit of \$350.00 was also paid. A copy of the tenancy agreement was submitted as documentary evidence.

He advised that the front door to the building has been shutting loudly and forcefully since late fall of 2019 and this has been an ongoing disturbance. He stated that whenever the door closes, it shakes items in the rental unit and it has affected his ability to work from home and function. He submitted that another tenant in the building has complained to the Landlord about the same issue; however, there was no improvement. He did not submit any evidence to support this claim.

He stated that he had a conversation with the property manager about this issue on April 7, 2020 and he was advised that a third party would be brought in to investigate the problem. On April 20, 2020, he had another conversation with the property manager, who advised him that foam was installed around the door to address the problem and that a locksmith was brought in for a different issue. The Tenant advised that he did not notice a difference in the level of noise after the foam was installed. As a result, he served the property manager with a letter on May 1, 2020 requesting that this issue be rectified.

Analysis

Upon consideration of the evidence before me, I have provided an outline of the following Sections of the *Act* that are applicable to this situation. My reasons for making this Decision are below.

Section 32 of the *Act* requires that the Landlord provide and maintain residential property in a state of decoration and repair that “complies with the health, safety and

housing standards required by law” and “having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.”

With respect to this request, I find it important to note that the party making the claim has the burden to provide sufficient evidence over and above their testimony to establish their claim. While I acknowledge that the Tenant believes that there is a problem with the door that is in need of repair, other than his opinion of what he is experiencing, the Tenant has provided insufficient evidence to support that there is a problem with the door, how extensive this issue may be, or even that it is need of repair.

As I am not satisfied that there is a problem with the door, I dismiss the Tenant’s request for a repair Order. However, it appears as if the Landlord has made attempts to address this issue, but the Tenant was not satisfied that the remedy had any positive effect. As the Landlord has a responsibility under Section 32 of the *Act* to maintain a property, I Order the Landlord to investigate this issue, within three weeks of the date of this Decision, to determine if there is a problem with the door. Should the Landlord not do so, or should the Tenant believe that the problem persists after this investigation, the Tenant is at liberty to reapply. It would then be up to the next Arbitrator to determine the legitimacy of this issue.

Conclusion

As I am not satisfied of the Tenant’s claims, I dismiss the Tenant’s Application in its entirety.

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: June 26, 2020

Residential Tenancy Branch