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## The Ups and Downs of Elevator Maintenance

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It's a call no building owner or property manager wants to receive: word that a tenant has been trapped inside an elevator, or that a serious elevator issue or incident has taken place in your building. It can be terrifying for the people involved, a legal liability, and a reputational risk.

Elevators are large, complex pieces of equipment so it's unlikely you'll be able to avoid system downtime or repairs completely. However, a proper preventative maintenance program with a licensed elevating contractor will go a long way towards improving reliability and efficiency. What you may not be aware of is that having maintenance contract in place with a BCSA-licensed contractor isn't a nice to have: it's your legal responsibility as a building owner or strata manager.

"As a building owner or strata manager, you have legal obligations related to elevator maintenance that impact public safety and legal liability," explains BC Safety Authority's, Nav Chahal, Safety Manager, Elevating Devices. "The *Safety Standards Act* and the Elevating Devices Safety Regulation are the main ones to be aware of. BCSA also periodically issues directives and safety orders that must be adhered to."

One example is the safety order issued to all owners of elevators with single bottom cylinders built before 1977. Due to the risk of an uncontrolled descent, owners of these elevating devices were required to replace the cylinder, install a plunger gripper to stop the elevator in the event of a descent, or remove the elevator from service by October 2015.

"It is the owner's responsibility to make sure that their elevator is maintained and tested according to regulatory requirements, and to have a maintenance

contract with a BCSA-licensed contractor in place," Chahal explains. "The licensed contractor acts on behalf of the owner to ensure equipment complies with all relevant codes and regulations."

Owners are also legally responsible for reporting all incidents to BCSA. If an unsafe or potentially unsafe condition exists, the owner is required to shut down the elevating device and prevent it from carrying passengers until a BCSA safety officer inspects and permits the elevating device to resume operation. This is a difficult situation especially in cases where tenants have reduced personal mobility. Having a proper maintenance routine in place helps avoid unnecessary downtime.

When it comes to elevator safety, the level of use, age of the unit, and environment all must be factored in to determine the optimal maintenance schedule. However, the minimum legislated maintenance period for elevating devices is once per month.

A log pertaining to all maintenance activities must be maintained on site at all times by the maintenance contractor and it must be easily accessible, legible and signed by those completing the task. The log must contain, at a minimum, detailed records of all tests, inspections and other maintenance duties that have been performed in the previous five years.

Each elevating device must also have an up-to-date, legible electrical wiring diagram, detailing electrical protective circuits and primary directional circuits. The diagrams must be available in the machine or control room at all times.

### **Service Contract Negotiation Tips**

Elevator maintenance contract language can be complex and technical. Here are some items to watch for:

- Make sure your maintenance contract outlines the level and frequency of visits provided. Watch for words such as "periodic," "as-needed" or "occasional." In BC, it is the building owner's responsibility to ensure that the mandatory level of service is being provided.
- Consider adding a monthly contract reporting requirement and provisions to terminate the contract if the services are not performed as required in the contract.
- Check contracts to determine what mandatory tests and inspections are included. Some contracts stipulate extra charges for these items. Some firms write automatic renewal terms and/or annual price increases into their contracts. Take careful note of these obligations, and any cancellation requirements.
- Avoid inheriting a legal responsibility to defend the acts of others through contractual hold-harmless clauses.
- Review all legally binding documents with your insurance and legal advisor before you finalize any contract.