



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNR, MNDC, FF

Introduction

This matter dealt with an application by the Tenant for compensation for emergency repairs and to recover the filing fee for this proceeding.

The Tenant said he served the Landlord with his Application and Notice of Hearing by registered mail on July 6, 2010. Section 90 of the Act deems a document delivered in that manner to have been received by the recipient 5 days later. As a result, I find that the Landlord was served with the Tenant's hearing package as required by s. 89 of the Act and the hearing proceeded in the Landlord's absence.

Issues(s) to be Decided

1. Is the Tenant entitled to compensation and if so, how much?

Background and Evidence

This month-to-month tenancy started on September 1, 2008. Rent is \$900.00 per month payable in advance on the 1st day of each month. The Tenant rents the upper part of the rental property and said the lower part of the rental property is vacant and is used by the Landlord from time to time when she visits the lower Mainland.

The Tenant said that on or about May 1, 2010 in the evening, he discovered a water pipe had burst behind the toilet in the basement suite. The Tenant said he contacted the Landlord the next morning and left a message for her about the burst pipe but she did not return his call. Consequently, the Tenant said he contacted a plumber who repaired the damaged pipe at a cost of \$393.75 to him. The Tenant said it took him in excess of 3 hours to clean up the water that had accumulated and to remove drywall from the area of the pipe so the plumber could gain access to it.

The Tenant said he gave the Landlord a copy of the plumbing invoice in May 2010 and again in June 2010 and asked her to reimburse him for that cost as well as \$75.00 for his time. The Tenant said the Landlord ignored his requests until the day before this hearing (August 31, 2010) when she gave him a cheque in the amount of \$393.75.

Consequently, the Tenant sought to recover the balance representing compensation for his labour and for the filing fee for having to make this application.

Analysis

Section 32 of the Act says that a Landlord must provide and maintain a residential property in a state of decoration and repair that complies with health, safety and housing standards required by law and that makes it suitable for occupation by a tenant.

Section 33(1) of the Act says that an emergency repair is one that is urgent, necessary for the health or safety of anyone or for the preservation or use of the residential property and is made for the purpose of repairing major leaks in pipes or roofs (among other things). Section 33(5) of the Act says that a Landlord must reimburse a Tenant for amounts paid for emergency repairs if the Tenant claims reimbursement for those amounts from the Landlord and gives the Landlord a written account of the emergency repairs accompanied by a receipt for each amount claimed.

I find that the repair of the burst pipe was an emergency repair as defined by the Act. I also find that the Tenant paid for the repair and provided the Landlord with a copy of the invoice for the plumbing repair. I further find that the Landlord initially refused to reimburse the Tenant for the plumbing invoice and only did so one day prior to the hearing of this matter.

Although there is insufficient evidence that the Tenant gave the Landlord a separate invoice for \$75.00 representing his labour, I find that he is entitled to recover that amount from the Landlord. In particular, ***s. 32 of the Act (set out above) places the responsibility on the Landlord to repair or pay for repairs to a rental property.*** In this case, I find that the Landlord failed or refused to deal with the Tenant's request to repair the damaged pipe and water clean-up and that the Landlord would likely have had to pay someone else (like a restoration company) significantly more to do that if the Tenant hadn't. Consequently, I find that the Tenant is entitled to recover the amount of \$75.00 which is reasonable in the circumstances.

As the Landlord failed to reimburse the Tenant for the plumbing portion of the emergency repair until only one day before the hearing, I find that the Tenant is also entitled to recover from the Landlord the \$50.00 filing fee for this proceeding. **I order pursuant to s. 72 of the Act that the Tenant may deduct the amount of \$125.00 from his October 2010 rent payment.**



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Conclusion

The Tenant's application is granted. 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 01, 2010.

Dispute Resolution Officer