



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNR, ERP, FF

Introduction

This matter dealt with an application by the tenants to obtain a Monetary Order for the cost of emergency repairs, an Order for the landlord to make emergency repairs for health or safety reasons and to recover the filing fee for this application.

Service of the hearing documents was done in accordance with s. 89 of the *Act*. They were sent to the landlord by registered mail on September 30, 2010. I find that the landlord was properly served pursuant to s. 89 of the *Act* with notice of this hearing.

Both parties appeared, gave affirmed testimony, were provided the opportunity to present their evidence orally, in written form, documentary form, to cross-examine the other party and witness, and make submissions to me. On the basis of the solemnly affirmed evidence presented at the hearing I have determined:

Issues(s) to be Decided

- Are the tenants entitled to a Monetary Order for the cost of emergency repairs?
- Are the tenants entitled to an Order for the landlord to carry out emergency repairs?

Background and Evidence

Both Parties agree that this tenancy started on April 21, 2010. Rent of this property is \$1,650.00 per month and is due on the first of each month. The tenants paid a security deposit of \$1,000.00 on March 23, 2010. The tenants claim they paid a pet damage deposit of \$1,000.00 on March 23, 2010 however the landlord disputes that this deposit was paid.



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The tenants testify that prior to moving into the rental property they informed the landlord that there were problems with the electrical switches. After moving in they claim it became obvious that there was major work required to the electrical system in the house. The tenants claim they did some work in the property but on April 21, 2010 the landlord told them to stop all work. The tenants claim they went to the city concerning the electrical problems and an inspection took place on July 23 with an inspector from the city.

The tenants claim the landlord was sent a Notice from the city on August 31, 2010 to correct the deficiencies. On September 10 an electrician from the landlord came to do an inspection of the property and gave the tenants different dates when he could complete the work. The tenants agreed he could come on any of the dates and state a permit was issued on September 13, 2010 for the work to commence. The tenants have included a copy of this permit which states that only a qualified electrician can complete the work.

The tenant's testify that they received an e-mail from the landlord saying he would be coming with the electrician to help do the required work. The tenants argue that they did not want him at their rental home for the time it would take for the electrician to do the work and state the landlord is not qualified to help with the work. The tenants state they had no objections to the landlord coming in to inspect the work after the electrician had finished.

The tenants also state that the landlord had told them he wanted to remove some fixtures from the house and they also had issues with this. The tenants state they have never refused entry to the electrician only to the landlord being in the house while work was going on.

The tenants state the landlord did not arrange to have the work done as per the Notice date and on September 29, 2010 another inspection was done by the city and they were told the city could shut off their power within 72 hours. The tenants want to avoid this happening and request an Order that they can have the electrical repair work done themselves and recover this cost from the landlord.

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The landlord testifies that when the tenants moved into the property there were no problems with the electricity systems and he has concerns that the tenants may have caused these problems through the unauthorised work they have done to the house. The landlord states he received the Order from the city to repair the electrical systems and obtained a permit for this. He claims he sent the tenants an e-mail on September 12, 2010 notifying them he wanted to come to the house with the electrician on September 17, 2010. He claims one of the tenants told him that if he comes they will call the Police. The landlord has provided a copy of the written Notice given to the tenants on September 16, 2010 to gain entry to the house to inspect what work was required, to carry out a monthly inspection, to inspect the use of the basement and by the request of the electrician in the event he required any further information from the landlord while he was doing the work.

The landlord states he contacted the city inspector to extend the Notice period to do the work and was granted an extension for one month until October 24, 2010. He also states the city have given him another extension until November 05, 2010 as he told them he was evicting the tenants and it would be easier if the property was vacant before the required work took place. The landlord has provided a copy of this extension from the city's inspector. The landlord states he is still willing to arrange for the work to be completed next week if he is allowed access to the unit by the tenants and to carry out an inspection of the unit since the last inspection was done in July 2010.

The landlords witness testifies that he accompanied the landlord and the electrician to the property and he witnessed aggressive behaviour from the tenant who was using bad language. He states the male tenant had to put his hand in front of one of the female tenants to stop her coming out at the landlord. The witness states they were fearful and decided to leave.

The tenants dispute the witnesses' testimony. They claim they were not acting in a violent or aggressive manner but a heated discussion took place over the landlords' right to enter the property. They state at that time they were willing to allow the electrician in to do the work but not the landlord. The tenants state the landlord has no right to enter the house unless he gives a

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valid reason to do so in his 24 hour Notice. They state he cannot enter for monthly inspections as he has appointed an agent to do these for him.

Analysis

I have carefully considered all the evidence before me, including the affirmed evidence of both parties and witness; with regard to the tenants claim for a Monetary Order for the cost of emergency repairs. I find at this time the tenants have not had any emergency repairs done to the rental property and therefore cannot make a claim for an amount of \$2,000.00 against future repairs not yet completed. Consequently this section of the tenants claim is dismissed.

With regard to the tenants claim for an Order for the landlord to make emergency repairs for health or safety reasons; the tenants argue that as the landlord has still not done the repairs as ordered by the city that they would like an Order for them to make the repairs themselves and recover this cost from the landlord. The landlord argues that the tenants are preventing him access to the property to determine what work the electrician will carry out and to see if any of this required work has been caused by the tenant's actions. I have considered both arguments in this matter and find that the City has ordered the landlord to complete this work as specified in the Order. The landlord must comply with this Order and is not able to decide what work can or cannot be completed by the electrician. If the landlord has any issues with unauthorized work completed by the tenants he is entitled to file an application himself for Dispute resolution.

I refer the tenants to section 29(1)(b) (i)(ii) of the *Act* which states:

29 (1) A landlord must not enter a rental unit that is subject to a tenancy agreement for any purpose unless one of the following applies:

(b) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant written notice that includes the following information:

(i) the purpose for entering, which must be reasonable;

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(ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant otherwise agrees;

Due to Section 29 of the *Act* I find the tenants have prevented the landlord entering the property after being given 24 Hours Notice in writing including the purpose for entry which I deem to be reasonable. Consequently, I find the tenants have obstructed the landlords' legal right to enter his property with the electrician to discuss the work that will take place and to carry out an inspection of his property. It is therefore my decision that the tenants request to arrange the work to the electrical system themselves is denied.

I further Order the tenants to allow the landlord access to the rental property to determine the work the electrician will carry out in regards to the city's Order.

I Order the landlord to make arrangements and complete the emergency repairs to the rental property pursuant to section 33(1) of the *Act*. I further Order the landlord to leave the property once this work has been determined to allow the electrician to carry out the work unobstructed and the landlord may then return to the property to inspect the completed work.

Conclusion

The tenant's application for an Order for the landlord to carry out emergency repairs is upheld. I HEREBY Order the landlord to comply with the Order issued to him by the city and arrange and complete repairs to the electrical system within **seven days of receiving this Decision and Order.**

As the tenants have been partially successful with their claim I find they are entitled to recover their **\$50.00** filing fee from the landlord pursuant to section 72(1) of the *Act* and Order them to deduct this amount from their next rent payment when it is due to the landlord.



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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 14, 2010.

Dispute Resolution Officer