



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## Decision

### Dispute Codes:

MNDC, RR, FF

### Introduction

This Dispute Resolution hearing was convened to deal with an Application by the tenant for a monetary order for money owed or compensation for damage or loss under the Residential Tenancy Act, (the Act).

Both the tenant and landlord were in attendance and gave testimony in turn.

### Issue(s) to be Determined

The issues to be determined based on the testimony and the evidence is whether the tenant is entitled to monetary compensation under section 67 of the Act for damages or loss. The burden of proof is on the tenant.

### Background and Evidence

The tenant submitted into evidence, copies of communications, copies of invoices, written testimony and a copy of a rent cheque sent to the landlord.

The tenant testified that the landlord failed to complete repairs to appliances and the shower, despite repeated requests. The tenant testified that this made it necessary for the tenant to arrange for these repairs to be done and the tenant is seeking reimbursement in the amount of \$179.14. The tenant also has concerns about a broken garbage disposal and unfinished walls in the bathroom. In addition, the tenant was requesting a copy of the tenancy agreement. The tenant testified that he had received a Ten Day Notice to End Tenancy for Unpaid Rent, despite the fact that his rent was sent to the landlord by registered mail, which the landlord had evidently failed to pick up.

The landlord acknowledged that the requested repairs to the appliances and shower were not done. The landlord testified that there have been problems with this tenancy and stated that on one occasion the tenant had acted in a confrontational manner. This

occurred when the landlord delivered the Ten Day Notice to End Tenancy for Unpaid Rent after not receiving the rent payment for August. The landlord agreed to take care of the malfunctioning garbage disposal without further delay. The landlord disputed the tenant's allegation that no tenancy agreement had been given to the tenant. However, the landlord did consent to sending a copy to the tenant. The landlord also provided a fax number for future communication between the parties.

The tenant agreed to submit post-dated cheques for rent in future and also to restrict communication between the parties to written form.

### **Analysis**

Section 32(1) of the Act states that a landlord must provide and maintain residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law, to make it suitable for occupation by a tenant.

Section 33(1) defines "emergency repairs" as repairs that are urgent and necessary for the health or safety of anyone or for the preservation or use of residential property. Under the Act, a tenant has the right to have emergency repairs made when all of the following conditions are met:

- (a) emergency repairs are needed;
- (b) the tenant has made at least 2 attempts to telephone, at the number provided, the person identified by the landlord as the person to contact for emergency repairs;
- (c) following those attempts, the tenant has given the landlord reasonable time to make the repairs.

The Act also states that a landlord may take over completion of an emergency repair at any time and that a landlord must reimburse a tenant for amounts paid for emergency repairs.

In this situation, I find that, although some of the repairs would not qualify as "*emergency repairs*", the tenant did make several attempts to convince the landlord to have the necessary repairs done before proceeding, and I find that the tenant is entitled to be reimbursed the \$179.14 costs he incurred.

**Conclusion**

Based on the testimony and evidence presented by both parties during these proceedings I find that the tenant is entitled to monetary compensation in the amount of \$229.14, comprised of \$179.14 and the \$50.00 paid by the tenant for this application.

I hereby order that the tenant may reduce the next month rent owed to the landlord by \$229.14.

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 06, 2011.

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Residential Tenancy Branch