



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, RP

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking a monetary order and an order to have the landlord complete repairs.

The hearing was conducted via teleconference and was attended by the tenant only, the landlord did not attend.

The tenant testified she served the landlord with the notice of hearing documents, pursuant to Section 59(3) of the Residential Tenancy Act (Act) personally on January 5, 2012 in accordance with Section 89. Based on this testimony I find the landlord was sufficiently served with notice of this hearing.

During the hearing the tenant testified that she had vacated the rental unit and now lives elsewhere. As such, I find no need to determine any future repairs and I amend the tenant's Application to exclude these matters.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to a monetary order for emergency repairs, pursuant to Sections 33, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The tenant testified the tenancy began in February 2011 as a month to month tenancy for a monthly rent of \$600.00 due on the 1st of each month with a security deposit of \$300.00 paid.

The tenant testified that a former occupant of the rental unit broke the kitchen window in the unit and the landlord refused to repair or replace the window so the tenant hire someone to replace the window and it cost \$80.00.

The tenant testified that she verbally requested the landlord make this repair and that the landlord got an estimate and told the tenant it was too costly to repair so he was not going to repair the window.

Analysis

Section 33 of the Act states that emergency repairs are those repairs that are:

- a) Urgent,
- b) Necessary for the health or safety of anyone or for the preservation or use of residential property, and
- c) Made for the purpose for repairing
 - a. Major leaks in pipes or the roof,
 - b. Damaged or blocked water or sewer pipes or plumbing fixtures,
 - c. The primary heating system,
 - d. Damaged or defective locks that give access to a rental unit, or
 - e. The electrical systems.

The section does allow a tenant, when emergency repairs are needed, to make the repairs after the tenant has tried contacting the landlord at least twice and the tenant has given the landlord a reasonable time to make the repairs.

As the repair of a broken window does not fall within the definition of an emergency repair the tenant had no authority under the *Act* to repair the window as an emergency repair. As the only other way the tenant could be authorized to replace a window would be with the landlord's consent and written agreement.

Conclusion

For the reasons noted above, I find the tenant has failed to establish that she is entitled to the reimbursement for emergency repairs and I dismiss this 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: January 17, 2012.

Residential Tenancy Branch