



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNDC, FF

Introduction

This conference call hearing was convened in response to the landlord's application for an Order of Possession for unpaid rent; a Monetary Order for unpaid rent, and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement; and to recover the filing fee associated with this application.

Both parties attended the hearing and provided affirmed testimony. They were given a full opportunity to be heard, to present evidence and to make submissions.

At the outset, the landlord's agent withdrew the request for an Order of Possession and the aspect of the monetary claim for the January 2012. At issue remained the unpaid rent for December 2011.

Issue(s) to be Decided

Is the landlord entitled to a Monetary Order, and if so for what amount?

Is the landlord entitled to recover the filing fee?

Background and Evidence

The rental unit consists of a single detached home. The tenancy started on June 18th, 2011 and ended in December 2011. The rent was \$2700.00 per month.

The landlord's agent testified that the tenant repaired the furnace when it broke down in November 2011 and that she deducted the amount from the December 2011 rent. He stated that the tenant did not contact him and that she did not obtain consent to proceed with the repair. The landlord's agent is claiming the refund for the cost of that repair.

The tenant testified that the furnace stopped working during a cold snap, and that she did not have time to contact the landlord's agent. She stated that she could not have stayed in the house without heat and proceeded to arrange for the repairs. She said that the landlord was out of the country and that once the repairs were completed, she made 5 attempts to contact the landlord's agent. The tenant stated that she did not expect that the landlord would not have approved with the repair in the circumstances, and that she has encountered difficulties contacting the landlord's agent in the past.

Analysis

Section 33(3) of the Act states in part that; a tenant may make emergency repairs only when the tenant has made at least two attempts to notify the landlord. The tenant made the repairs before the above stated condition; therefore, since the tenant failed to make at least two attempts to contact the landlord's agent in accordance with the Act, I have no legal basis on which to deny the landlord's request for refund of the cost of the furnace repair.

Conclusion

The landlord established a claim of \$536.48. Since he was successful, the landlord is entitled to recover the filing fee and pursuant to Section 67 of the Act, I grant the landlord a monetary order for the sum of \$586.48.

This Order may be registered in the Small Claims Court and enforced as an order of that Court.

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 09, 2012.

Residential Tenancy Branch