



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP, FF, MNDC, O

Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request for an order for emergency repairs, and a request for a monetary order in the amount of \$4000.00. The applicant is also requesting recovery of the \$50.00 filing fee.

Background and Evidence

The applicant testified that:

- On approximately the 22nd of May 2012 a large amount of water started leaking through the ceiling in the bedroom and onto the bed.
- They informed the landlord of the leak as soon as possible however the landlord did not repair the leak in a timely manner.
- The landlords cut open the ceiling in the bedroom and left the ceiling open and it was not repaired until June 7, 2012.
- The leak has caused the bed to be totally soaked and she does not believe that it's possible for the bed to dry out properly, and as a result the bed is now a health hazard as mould is likely to grow in a bed. The bed is approximately 6 to 7 years old, and was in good condition prior to the leak.

- Her mother informed her that there had been a leak in this area once before and therefore obviously the landlords did not repair the leak properly. She is not sure of the date of the prior leak but she thinks it was three or four years ago.
- The landlords had fixed the leak at that time and they had not had any problem since then until this most recent occurrence.

She is no longer requesting a repair order as the landlords have finally completed the repair however she is asking that the landlords pay the replacement cost for her bed which is approximately \$4000.00.

The landlord's agent testified that:

- The records show that there was a leak at the building back in 2007; however at that time a professional roofer was called and the repair was done.
- They have had no reports of any leaking since that time and were unaware of any problems with the roof.
- They got the report of the leaking roof on May 23, 2012 in the morning and immediately called a roofing company to get the leak repaired.
- A temporary repair was done as soon as possible, however it took some time to get a proper repair done because the weather had been so rainy and a proper repair could not be done until they had sunny weather.
- The ceiling was cut open and left open until the repair was completed so that they had access to ensure that no further leaking was occurring.
- Once the roof repair was complete, and they were sure that there was not going to be any further leaking, the ceiling was sealed up and repaired.
- They could not have done this repair any faster than it was done given the weather and believe that they have acted completely reasonably in this situation.
- They also believe that the tenant may not have reported the leak when it first happened as the roofer estimated that it had been leaking for one to two days by the time he was called in to do the repair.
- They had no way of knowing that this ceiling was about to start leaking and therefore believe that the tenant should be looking to their own tenants insurance to cover any possible loss caused by the leak.
- Further the bed in question is a very old bed and they do not believe it's worth the amount of money the tenant is requesting.

Analysis

It is my finding that the landlords repaired the leaking roof within a reasonable timeframe after having been informed of the problem.

The landlords were first informed of the leak on May 23, 2012, and immediately called a roof repair person in. The repair was not totally complete until June 7, 2012; however I accept the landlord's argument that the proper repair had to wait for dry weather.

Further it's also my finding that the landlords are not negligent with regards to the leaking roof, as they had no way of knowing that the roof was going to fail. The roof had last been repaired in 2007, there had been no problem since that time and there is no indication that the landlords were aware of any problems with the roof prior to the report of the leak on May 23, 2012.

Therefore since there is no negligence on the part of the landlords they cannot be held liable for any damage that resulted from the leaking roof and the tenant should look to any tenants insurance they may have cover their losses.

Conclusion

This application is dismissed in full without leave to reapply.

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: June 18, 2012.

Residential Tenancy Branch