



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR (Cost of Emergency Repairs)

Introduction

This hearing was convened in response to an application filed by the tenant seeking recovery of the cost of emergency repairs.

Both parties appeared at the hearing of this matter and gave evidence under oath.

Issue(s) to be Decided

Has the tenant met the burden of proving that she paid sums to have emergency repairs made the cost of which were not reimbursed to her by the landlord upon demand?

Background and Evidence

The tenant says this tenancy began in July 2007 and ended March 31, 2012. The tenant testified that she would like to be compensated for the loss of plumbing and for having had not hot water or heat in the rental unit. The tenant says that the safety of her granddaughter was at risk when she requested a screen door to be fixed and that she suffered a loss of items in her storage area in the basement when it was damaged by a water leak caused by mold around the bathtub. The tenant is claiming \$3,000.00. Receipts for repairs performed were not provided.

The landlord submits that the tenant's allegations are completely untrue. The landlord states that the rental building is a multi-unit residence and if the hot water system or heat was not working other tenants would complain and this has not been the case. The landlord presented letters from other tenants stating that they have had no issues with the heat or hot water and that the landlord is attentive to maintenance issues.

The landlord submits further that there had been ongoing issues with this tenancy before it ended in March of 2012. The landlord says there were many difficulties with this tenant and he attempted to accommodate her every request such as changing the locks 4 times because the tenant believed someone was coming into her suite. The landlord says the tenant was convinced someone could enter the suite through the

plumbing or the bathroom fan and she pounded so hard on the plumbing that she broke it. When she complained that there was no heat he would attend her suite to discover she had shut her thermostat off. Further, she left her windows wide open to allow her cat to come and go. The landlord submits she was convinced that the tenant above her was stalking her and that he had drilled holes in his floor and was watching her through those holes. The landlord says also that the tenant was convicted of assaulting another tenant and sentenced to probation and a restraining Order was issued against her in this regard.

The landlord says that even though he was awarded compensation payable by the tenant for damages to the rental unit and unpaid rent the tenant has not paid the sum awarded.

Analysis

Section 33 of the *Residential Tenancy Act* defines emergency repairs and sets out the steps to be taken by a tenant in dealing with emergency repairs the relevant provisions state:

- (1) In this section, "**emergency repairs**" means 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 of repairing
 - (i) major leaks in pipes or the roof,
 - (ii) damaged or blocked water or sewer pipes or plumbing fixtures,
 - (iii) the primary heating system,
 - (iv) damaged or defective locks that give access to a rental unit,
 - (v) the electrical systems, or
 - (vi) in prescribed circumstances, a rental unit or residential property.
- (3) A tenant may have emergency repairs made only 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.

(4) A landlord may take over completion of an emergency repair at any time.

(5) A landlord must reimburse a tenant for amounts paid for emergency repairs if the tenant

- (a) claims reimbursement for those amounts from the landlord, and
- (b) gives the landlord a written account of the emergency repairs accompanied by a receipt for each amount claimed.

(6) Subsection (5) does not apply to amounts claimed by a tenant for repairs about which the director, on application, finds that one or more of the following applies:

- (a) the tenant made the repairs before one or more of the conditions in subsection (3) were met;
- (b) the tenant has not provided the account and receipts for the repairs as required under subsection (5) (b);
- (c) the amounts represent more than a reasonable cost for the repairs;
- (d) the emergency repairs are for damage caused primarily by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

(7) If a landlord does not reimburse a tenant as required under subsection (5), the tenant may deduct the amount from rent or otherwise recover the amount.

The parties attended a hearing on June 21, 2012 held in response to cross applications filed by the landlord and the tenant. The landlord sought a monetary Order for damage to the rental unit and for unpaid rent. The tenant sought recovery of double the security deposit she did not make a claim for emergency repairs she now says she undertook during the tenancy. The Arbitrator awarded the tenant recovery of her security deposit as claimed but also issued a monetary award in favour of the landlord for damages to the rental unit and unpaid rent leaving a balance owing by the tenant to the landlord in the amount of \$559.38. An Order was issued in favour of the landlord for this amount.

There has been insufficient evidence supplied during the course of this tenancy that the tenant ever sought to have emergency repairs made. Further, the tenant has supplied no invoices to document the sums she paid out totalling the sum she now claims (\$3,000.00). Based on the evidence of the parties I find that the tenant has failed to prove that emergency repairs were required or that she had emergency repairs performed.

Conclusion

The tenants' claims are dismissed in their 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*.

A handwritten signature in blue ink, appearing to read "D. Simpson", is written over a light gray rectangular background.

Dated: December 04, 2012.

Residential Tenancy Branch