



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC OLC ERP RP FF

Introduction

This hearing dealt with an application by the tenant for orders for repairs, emergency repairs, an order that the landlord comply with the Act and a monetary claim. The teleconference hearing first convened on August 19, 2013, then was adjourned and reconvened on October 22, 2013. The tenant, the landlord and counsel for the landlord all participated in the hearing on both dates.

The tenant confirmed that she had received the landlord's evidence. The tenant did not include pages 26 and 27 of the evidence she served on the landlord, and I therefore did not admit those two pages. No further issues were raised regarding service of the application or the evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Preliminary Issue – Emergency Repairs

As the issue of emergency repairs took precedence, I heard from the tenant regarding the items she believed required immediate repair. The tenant stated that there was only one smoke detector in the rental unit, and she believed that it was necessary to have a second smoke detector on the other floor of the unit. The tenant also submitted that there were electrical issues; specifically, the light in the family room stopped working in January 2013. I determined that these items did not require emergency repairs, and I would address them along with the request for other repairs.

Issue(s) to be Decided

Should I order the landlord to do repairs?

Is the tenant entitled to monetary compensation as claimed?

Should I order the landlord to comply with the Act?

Background and Evidence

The tenancy began on July 1, 2010, with monthly rent of \$1500. The rental unit is a single family dwelling located on a rural property. The landlord lives on a piece of property adjacent to the rental property. From May 17, 2010 to January 25, 2013, the tenant was also an employee of the landlord, in a business entirely separate from the tenancy. The landlord and the tenant communicated with each other almost solely by email, and beginning in January 2013 the tenant was instructed to communicate with the landlord's lawyer, who has acted as the landlord's agent for matters related to the tenancy.

Tenant's Evidence

The tenant stated that although the tenancy began on July 1, 2010, she could not move in right away because there was no plumbing until July 13, 2010, and she was not given a key until July 14, 2010, after a locksmith changed the locks. When the tenant first moved in, the unit was not in clean, repaired condition. The tenant received compensation from the landlord for some items she purchased for the rental unit, but after that she was told she would have to ask permission first. The tenant stated that communication with the landlord was difficult because of their employer/employee relationship, and so the tenant decided that instead of asking the landlord, she would have to do repairs herself.

The tenant stated that she had to do extensive cleaning and repairs, including clean the yard, caulk the entire bathroom and pick up garbage under the deck. She also had to live with several items that required repairs, such as the back sliding door and one stove burner that did not work for several months. The tenant stated that she asked the landlord several times to address these and other issues, but the landlord did not do so. The tenant did not make a written request for these repairs until after her employment with the landlord's company ended, on January 27, 2013.

The tenant stated that the landlord did not provide an emergency number for the tenant to call, and there were three flooding emergencies. The tenant had left a message for the landlord, but the landlord did not respond. The tenant has not been able to contact the landlord's lawyer outside of his business hours.

The tenant provided monetary values totalling over \$17,000 for compensation for several issues that have occurred over the tenancy to date, but the tenant limited her monetary claim to \$5,000 in her application.

Landlord's Response

The landlord acknowledged that communication with the tenant has been difficult, particularly since the date that the tenant left employment with the landlord's company. The landlord has asked the tenant to contact the landlord's lawyer regarding any tenancy issues, and the landlord is doing the best they can do in the circumstances.

In regard to the tenant's monetary claim and request for repairs, the landlord stated that all issues on the tenant's list have been addressed. The landlord provided invoices to show that the landlord has spent thousands of dollars to repair and maintain the rental property. A new deck has been built, there are all new floors and paint, and the garden has been cleaned up. Most recently, the landlord had the dimmer switch and the outside light fixed. The landlord stated that it is not cost-effective to send someone out every time a minor repair is required, and the landlord is not required under the Act to immediately address all minor repairs. The landlord stated that she should not have to pay for work the tenant did herself without first informing the landlord. Further, if the tenant neglects the garden for one or two years, it is not the landlord's responsibility to address the problem. The landlord disputed the tenant's application in its entirety.

Analysis

Upon consideration of the evidence, I find that it is not necessary for me to order the landlord to do repairs, and I decline to award the tenant any monetary compensation. The tenant did not establish that there are any outstanding repairs required. In regard to the monetary claim, the tenant set out numerous issues for which she believed she should be compensated, and the total of those items was over \$17,000; however, the tenant limited her actual claim to \$5,000 and did not specify how the claim was to be limited or which items she was not pursuing. Further, the tenant was instructed to get the landlord's permission before purchasing items or doing work, and the tenant did not do so. The tenant did not make written requests for repairs until approximately two and a half years after the tenancy began.

I find it is necessary to order the landlord to comply with section 33(2) of the Act, and give the tenant the name and telephone number of a person the tenant is to contact for emergency repairs. This person should be available to respond to emergency calls in the evenings and on weekends, not only during business hours.

As the tenant's application was mostly unsuccessful, I decline to award recovery of the filing fee for the cost of her application.

Conclusion

I order the landlord to comply with section 33(2) of the Act and give the tenant an emergency contact number.

The remainder of the tenant's application is dismissed.

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: November 8, 2013

Residential Tenancy Branch

