



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MNDC, CNR, ERP, RP, RR, FF*

### **Introduction**

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for a monetary order for compensation, for an order to direct the landlord to make repairs and to reduce rent. The tenant also applied to cancel a notice to end tenancy for non payment of rent and for the recovery of his filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

The parties attended a hearing prior to this one convened to hear an application made by the landlord. In a decision dated October 18, 2013, the landlord was granted an order of possession effective two days after service on the tenant and a monetary order for \$2,250.00 for unpaid rent.

Since the tenancy is over, most of the tenant's application is moot. Therefore I dismiss the portions of the application for emergency repairs, to cancel the notice to end tenancy and for a rent reduction. Accordingly this hearing only dealt with the tenant's application for compensation for work that he states he did in the rental unit.

### **Issues to be decided**

Is the tenant entitled to compensation? Did the landlord act in a responsible manner or was he negligent with regard to repairs? Is the tenant entitled to the recovery of the filing fee?

### **Background and Evidence**

The tenancy started on April 25, 2013. The monthly rent is \$2,200.00 due on the first of the month. The tenant agreed that he owed the landlord \$4,000.00 in unpaid rent.

The tenant stated that at the end of April 2013, shortly after he moved in, he informed the landlord about several items in the rental unit that needed repairs. The landlord stated that the tenant only complained when he served the tenant with an eviction notice for non payment of rent on July 31, 2013.

The tenant stated that when he asked the landlord to do the repairs, the landlord stated that he had no money and was not in a position to do repairs. Therefore the tenant took it upon himself to carry out some work in the rental unit which he claimed were emergency repairs. The tenant did the work himself and filed a detailed list of the work done at his expense.

The list includes replacing kitchen lights, replacing a toilet, installing a microwave shelf, removing cables, building a sidewalk, removing cabinets, fixing the garborator, plumbing the washing machine etc.

The tenant stated that he did not have a written agreement with the landlord, but he deemed all the work that he did to be "emergency repairs". He also stated that according to the *Residential Tenancy Act* he has the right to conduct the repairs and then deduct the cost incurred by him from rent.

The landlord stated that the tenant did not ask permission to carry out these changes and that the work done was more in the nature of renovations than emergency repairs. The landlord stated that the work done by the tenant has caused damage to the rental unit. He stated that the tenant installed a gas line from the interior of the rental unit to his Bar-B-Q on the deck. He made a hole through the walls which is now allowing rain into the home and causing damage to the interior walls.

The landlord also stated that the tenant installed a new toilet in the master bedroom and now water is leaking directly into the garage from this toilet. In addition the tenant cut a huge hole in the wall to do this work.

The landlord also stated that the tenant removed a light fixture from the ceiling and installed another one, but created damage to the ceiling while doing so. The tenant also bought a new refrigerator and cut away a kitchen cabinet to fit the appliance in its space. The tenant also installed a water connection to this refrigerator which caused a flood in the rental unit.

I asked the tenant if he had carried out all the work that the landlord listed and he stated that he had done so.

The tenant is claiming \$2,460.00 for materials and labor for the work done. He has filed a list of the repairs along with the cost incurred. He stated that all repairs were done by him as he is a licensed contractor.

The tenant is also claiming \$50.00 for the filing fee.

### **Analysis**

Section 33 of the *Residential Tenancy Act* addresses emergency repairs.

**33** (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.

Based on the sworn testimony of both parties and the list of items repaired by the tenant as filed by him into evidence, I find that the repairs that the tenant performed do not fit the definition of emergency repairs. The tenant did not have the permission of the landlord to make the changes that he made to the rental unit. Based on the testimony of the tenant himself, I find that some of the work he did actually caused damage to the rental unit. Therefore I find that the tenant is not entitled to any compensation for the work that he did in the rental unit. The landlord is at liberty to apply for the cost of fixing the damage caused by the tenant.

### **Conclusion**

The tenant's application is dismissed in its entirety 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: November 06, 2013

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Residential Tenancy Branch