



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, OLC, FF

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for the cost of emergency and other repairs - Section 67;
2. An Order for the Landlord’s compliance - Section 62; and
3. An Order to recover the filing fee for this application - Section 72.

The Landlord did not attend the hearing. I accept the Tenant’s evidence that on April 3, 2017 the Landlord was served with the application for dispute resolution and notice of hearing (the “Materials”) by registered mail in accordance with Section 89 of the Act. Section 90 of the Act provides that a document served in accordance with section 89 of the Act is deemed to be received if given or served by mail, on the 5th day after it is mailed. Given the evidence of registered mail I find that the Landlord is deemed to have received the Materials whether or not the Landlord collected the mail. The Tenant was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Tenant entitled to the monetary amounts claimed?

Background and Evidence

On April 7, 2014 the Parties agreed that the Tenant would rent the unit and move in as soon as possible. At the time the Landlord was making renovations to the unit. The Tenant began moving some items into the unit and started cleaning the yard. On April

12, 2017 the Landlord informed the Tenant that due to financial shortages the remaining renovations to the bathroom could not be completed. At this time there was no functional bathroom. The Parties then signed an agreement dated April 12, 2014 for the Tenant to take over the completion of the bathroom and that monies paid by the Tenant for supplies and labour to have "all plumbing completed and functional" would be reimbursed if the trailer was not sold to the Tenant. On April 23, 2014 the Parties signed a tenancy agreement for the unit with a tenancy start date of May 1, 2014 although the Tenant was fully moved into the unit by this time. An addendum to the agreement is that the tenant will pay the same rental amount until the unit is sold to the Tenant. Rent of \$400.00 is payable on the first day of each month. No security deposit was collected by the Landlord. The Tenant submits a document indicating that the unit was sold to a 3rd party on January 18, 2017. The Tenant is still in the unit and pays rent to the park management.

During the tenancy the Tenant experienced emergencies with the gas line, the furnace and electrical wiring. The Tenant informed the Landlord of these emergencies and the Landlord refused to do anything. The Tenant paid for the emergency repairs and the Landlord refused to accept the bills.

At the onset of the tenancy the Landlord failed to leave the yard cleaned so the Tenant cleaned the yard and paid to have it hauled away.

The Tenant claims \$3,878.43 for the costs of installing the bathroom and plumbing, the emergency repairs and the yard clean up. This amount is itemized in the monetary order worksheet and receipts were provided for the costs claimed.

Analysis

Section 7 of the Act provides that where a landlord does not comply with the Act, regulation or tenancy agreement, the landlord must compensate the tenant for damage or loss that results. Given the plumbing agreement, the tenancy agreement, the addendum and the Tenant's oral evidence I find that the Tenant has substantiated that

the unit was rented from the Landlord on the condition that the Landlord would reimburse the plumbing costs to ready the unit for renting if the unit was not sold to the Tenant. Based on the undisputed evidence of the Tenant and given the receipts I find that the Tenant has substantiated compensation for the plumbing costs at the onset of the tenancy. Based on the undisputed evidence that the unit was sold to a 3rd party I find that the Tenant is now entitled to compensation for the plumbing. Based on the undisputed evidence of the Tenant I find that the Tenant has substantiated that the Landlord failed to provide a clean unit to the Tenant at the outset of the tenancy. Given the receipts I find that the Tenant has substantiated the costs claimed to remedy the Landlord's failure.

Section 33 of the Act provides that emergency repairs are 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.

This section further provides that 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.

This section further provides that 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.

Based on the Tenant's undisputed evidence I find that the Tenant has substantiated that there were emergencies involving the gas, furnace and electrical wiring during the tenancy and that the Landlord refused to make repairs to those emergencies. Given the Tenant's accounting and receipts I find that the Tenant has substantiated the claims for reimbursement of the costs of the emergency repairs.

The Tenant is entitled to **\$3,878.43** for the costs of the plumbing, the emergency repairs and the yard clean up. As the Tenant has been successful with its application I find that the Tenant it also entitled to recovery of the **\$100.00** filing fee for a total entitlement of **\$3,978.43**.

Conclusion

I grant the Tenant an order under Section 67 of the Act for **\$3,978.43**. If necessary, this order may be filed 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: May 08, 2017

Residential Tenancy Branch