



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding SIEGLE PROPERTIES BC  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ERP, MNDC, OLC, FF

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- an order to the landlord to make emergency repairs to the rental unit pursuant to section 33;
- authorization to recover her filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing via conference call and provided affirmed testimony. Both parties confirmed receipt of the tenant's notice of hearing package and the submitted evidence of both parties. I accept the undisputed affirmed evidence of both parties and find that both parties have been sufficiently served as per section 90 of the Act.

During the hearing it was clarified with both parties that the tenant's request for repair of a water leak in the kitchen corridor are related to all of the following (ERP, RP, OLC) and as such shall be dealt with as a whole.

During the hearing it was also clarified that as the tenant was unable to provide any details of the \$24,000.00 monetary claim for food, other than to note \$50.00/day compensation for 92 days (August 1, 2017 to November 30, 2017) totalling, \$4,600.00. The tenant was unable to provide any further details regarding this claim or for any particulars for the remaining \$19,400.00. The landlord argued that there were

insufficient details provided to allow the landlord to respond. I find that as there is insufficient particulars regarding the tenant's monetary claim that there is no prejudice to either party, the tenant's monetary claim is dismissed with leave to reapply. Leave to reapply is not an extension of any applicable limitation period.

The hearing shall proceed on the tenant's request for emergency repairs (water leak in kitchen corridor).

### Issue(s) to be Decided

Is the tenant entitled to an order for emergency repairs?

Is the tenant entitled to a monetary order for recovery of the filing fee?

### Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

Both parties confirmed that a water leak had occurred at the end of July 2017. Both parties agreed that the tenant would not have to pay any rent until the water leak had been repaired and the kitchen restored beginning December 2017.

The tenant claims that she has been unable to use the kitchen since the end of July 2017.

The landlord confirmed that the repair issue was ongoing and that continuous repair efforts were made, but that the water leak was not resolved until December 2017. The landlord claimed that because of the previous ongoing efforts to repair the leak the tenant's ceiling was left open until it was determined in January 2017 that the water leak was finally resolved. The landlord stated that meetings with his contractor would begin to schedule the work within 1 week to complete the repairs. The landlord stated that all repairs would be completed on March 5, 2018.

### Analysis

Section 33 of the Act describes "emergency repairs" as those repairs that are urgent, necessary for the health or safety of anyone or for the preservation or use of residential property, and made for the purposes of:

- repairing major leaks in pipes or the roof,
- damage or blocked water or sewer pipes or plumbing fixtures
- the primary heating system
- damaged or defective locks that give access to the rental unit
- the electrical systems
- in prescribed circumstances, a rental unit or residential property

In this case, I accept the undisputed evidence of both parties and find through an agreement provided by both parties that the tenant's water leak issue in the kitchen corridor is resolved. The landlord has agreed to complete all repairs related to the water leak to return use of the kitchen to the tenant on March 5, 2018.

The tenant's application having been successful is granted recovery of the \$100.00 filing fee.

#### Conclusion

The tenant's application is granted. The landlord is to complete all repairs to the kitchen corridor water leak by March 5, 2018.

The tenant is also granted a monetary order for the \$100.00 filing fee.

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: February 16, 2018

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Residential Tenancy Branch