



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNL MNR MNDC DRI LRE

### Introduction

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

- cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property (the 2 Month Notice) pursuant to section 49;
- an order regarding a disputed additional rent increase pursuant to section 43;
- a monetary order for the cost of emergency repairs to the rental unit pursuant to section 33;
- a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to change the locks and/or to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70;

The hearing was conducted by conference call. All named parties attended the hearing and were given a full opportunity to provide affirmed testimony, to present evidence and to make submissions. There were no issues raised with respect to service of the application and evidence on file.

Both parties had witnesses call into the hearing from separate lines. The witnesses were excluded at the outset of the hearing and the parties were provided instructions that they may contact their witnesses and have them call back into the hearing if and when they were going to be called to provide testimony. Neither party elected to call their witnesses when presenting their respective cases.

The tenant confirmed that she has vacated the rental unit since the filing of this application; therefore, she withdrew her application to cancel the 2 Month Notice, dispute a rent increase and to suspend or set conditions on the landlord's right to enter.

### Issues

Is the tenant entitled to reimbursement for cost of emergency repairs?

Is the tenant entitled to monetary compensation for loss under the Act or tenancy agreement?

### Background and Evidence

The tenancy for this two bedroom house began on October 8, 2016 and ended on January 8, 2018. The monthly rent as per the agreement was \$1000.00 per month. The tenant paid a security deposit of \$500.00 at the start of the tenancy which has since been returned in full by the landlord.

The tenant is claiming an amount of \$498.29 as re-imbursement of repairs the tenant had completed. The tenant submitted a plumbing invoice as proof of this loss. The tenant testified that she called the plumber as she was having issues with the shower head in the bath. The tenant testified the showerhead previously had a long extension and a separate hand held unit. The old showerhead had a leak but was replaced by the landlord's son. The new showerhead no longer had an extension or a separate hand held making it difficult for her to reach and properly rinse her entire body. She requested the landlord to put an extension back on but the landlord repeatedly showed up without an extension. There was also an issue with extreme low water pressure making matters even worse. The kitchen tap also had a small leak. After repeated attempts at requesting the landlord to fix these issues, the tenant called the plumber herself. The landlord did not authorize her to call the plumber.

The tenant is also claiming an amount of \$1500.00 as compensation for putting up with the low water pressure in the rental unit. The tenant testified that she had been informing the landlord of an issue with the water pressure since July 2017 but the landlord did not have the issue fixed until November 2017. The tenant submits the matter was not resolved until the landlord finally started to press the issue with the village in which they resided. Prior to that, the landlord only sent one e-mail to the village back in July 2017 in regards to the issue.

The landlord testified her son and she went multiple times to the rental unit to fix the showerhead but the tenant was not happy with the type of showerhead and would not allow them to replace it. On November 27, 2017 they replaced the shower head and it was working fine. The tenant again kicked them out and said she had the plumber coming the next day. The landlord testified that she moved into the rental unit after the tenant vacated and the showerhead is working fine. With respect to the water pressure,

the landlord testified that the village eventually discovered there were small pin-hole leaks in the water line to the house which affected the water pressure. The village switched the water line so it came from the main line which fixed the issue. The landlord testified there was not a significant increase in water pressure before and after the repairs although it did help a bit.

### Analysis

Section 7 of the Act provides for an award for compensation for damage or loss as a result of a landlord or tenant not complying with this Act, the regulations or their tenancy agreement. Under this section, the party claiming the damage or loss must do whatever is reasonable to minimize the damage or loss.

Section 33 of the Act describes conditions under which the tenant may have emergency repairs made and request reimbursement from the landlord for amounts paid for the emergency repairs. Under this section, "**emergency repairs**" are defined as 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.*

I find the repairs for which the tenant called the plumber herself were not repairs which were urgent and necessary for her health or safety or for the preservation or use of the residential property. The tenant's own evidence was that the kitchen sink only had a small leak and the tenant provided insufficient evidence that the repair of this small leak was of an urgent nature and necessary for health and safety reasons or for the preservation of the property. Similarly, I find the tenant provided insufficient evidence that the replacement of the showerhead was urgent and necessary for health and safety reasons. I find the tenant was just simply not happy with the new showerhead and wanted the landlord to install one with an extension. In cases such as this, the proper recourse for the tenant would have been to file an application for dispute resolution

requesting the landlord to make repairs under the Act. All of the issues including the tenant's claim about the low water pressure could have been dealt with in this manner rather than the tenant going ahead with the repairs at her own expense.

I find the issue of the low water pressure was also not an urgent matter as the evidence was the water was still working just at a lower pressure than normal. I find the tenant did not provide sufficient evidence in support of the amount of alleged loss claimed for the low water pressure issue. In addition, the tenant did not take any steps to mitigate any alleged loss as she could have filed an application requesting the landlord to make the repairs after first notifying the landlord of the water pressure issue. The tenant states she first notified the landlord in July 2017 and the repairs were not completed until November 2017. The tenant did not file her application until December 2017 which was not until after receiving a Two Month Notice to End Tenancy.

The tenant's application is dismissed in its entirety without leave to reapply.

### Conclusion

The tenant's application is dismissed 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: March 08, 2018

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Residential Tenancy Branch