



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDCT, FFT

### Introduction

This hearing dealt with an application by the tenant under the *Residential Tenancy Act* (the *Act*) for the following:

- A monetary order for damage or compensation pursuant to Section 67; and
- Reimbursement of the filing fee pursuant to Section 72.

The tenant attended the hearing. The landlord and the landlord's agent ("the landlord") attended the hearing. Both parties were given full opportunity to provide affirmed testimony, present evidence, cross examine the other party, call witnesses and make submissions.

Each party acknowledged receipt of the other's materials. No issues of service were raised. I find the landlord was served with the Notice of Hearing and Application for Dispute Resolution pursuant to the Rules of Procedure and section 89 of the *Act*.

### Issue(s) to be Decided

Is the tenant entitled to the following:

- A monetary order for damage or compensation pursuant to Section 67; and
- Reimbursement of the filing fee pursuant to Section 72.

### Background and Evidence

The parties testified the tenancy began about three years ago when they entered into a residential tenancy agreement. Rent for the ongoing month-to-month tenancy is \$1,024.00 monthly paid at the first of the month. The tenant paid a security deposit of \$450.00 which is held by the landlord.

The tenant testified that on June 19, 2018 she attended at the office of the landlord and reported that both her bathtubs were not draining properly. The tenant said one bathtub was half full of water and all her efforts to fix both had failed. The tenant stated she needed a functioning bathtub and did not know why the drains were not working.

The tenant testified the landlord was rude and abrupt, and criticized her for being so slow to report the problem. The tenant claimed the landlord slammed the account book closed in an angry manner, and stated she, the landlord, would not fix the problem.

The landlord denied the tenant's account of this meeting and said she invited the tenant to fill out a work order.

The tenant testified that when she heard the refusal from the landlord, she immediately left and called the RTB. She testified she received advice to call a plumbing company to correct the need for emergency repairs. The tenant accordingly called a plumbing company.

The company attended that day (June 19, 2018), fixed the problem with the clogged bathtubs, and submitted an invoice for \$242.13, which the tenant paid. The tenant submitted a copy of the paid invoice into evidence.

The tenant requested the landlord to reimburse her for this expense. The landlord has refused because the tenant failed to follow procedure in requesting a work order. The landlord states that the landlord's maintenance worker may possibly have solved the problem, and no expense in hiring an outside plumber would have been necessary.

### Analysis

I have considered all the evidence and testimony, although I will only refer to relevant portions in my decision.

Section 33 of the *Act* provides as follows:

(3) 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.

I accept the tenant's testimony that she had a clogged bathtub and required emergency repairs. I accept the tenant's testimony that she attended at the landlord's office to request that the bathtub be fixed. I accept her evidence that her request was refused.

I also accept the landlord's evidence that a work order completed by the tenant is required for emergency repairs, and that the landlord refused to carry out the repairs until a work order was completed.

Pursuant to section 33, I find the tenant has met the obligation of informing the landlord of the need for emergency repairs. There is no requirement under section 33 that the tenant complete a work order.

In the face of the landlord's refusal to conduct the emergency repairs, I find it was reasonable for the tenant to assume no such repairs would be forthcoming. I find the tenant complied with section 33, gave the landlord a reasonable time to make repairs, and is entitled to reimbursement of the cost of the emergency repairs.

I therefore find the tenant has met the burden of proof with respect to her claim as set out in section 33. I find she is entitled to a monetary award in the amount of \$242.13.

As the tenant has been successful in her claim, I find the tenant is entitled to reimbursement of the filing fee.

I accordingly grant a monetary order to the tenant in the amount of \$342.13 calculated as follows:

ITEM	AMOUNT
Reimbursement of repair invoice	\$242.13
Reimbursement of filing fee	\$100.00
<b>TOTAL</b>	<b>\$342.13</b>

Conclusion

The tenant is awarded **\$342.13**.

The tenant is authorized to make a one-time deduction from rent in the amount of the order, \$342.13.

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: September 17, 2018, 2018

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Residential Tenancy Branch