



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding METRO VANCOUVER HOUSING CORPORATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, MNRT

Introduction

This teleconference hearing was scheduled in response to an application by the Tenant under the *Residential Tenancy Act* (the “Act”) to cancel a 10 Day Notice to End Tenancy for Unpaid Rent (the “10 Day Notice”), and for monetary compensation for emergency repairs.

The Tenants and two agents for the Landlord (the “Landlord”) were present for the duration of the teleconference hearing. The parties confirmed that the Notice of Dispute Resolution Proceeding and copies of each party’s evidence was served in accordance with Sections 88 and 89 of the *Act*.

All parties were affirmed to be truthful in their testimony and were provided with the opportunity to present evidence, make submissions and question the other party.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Preliminary Matter

At the outset of the hearing, the Tenant stated that the 10 Day Notice is no longer in dispute and she would like to remove this claim from her Application. The agents for the Landlord confirmed that the 10 Day Notice had been cancelled.

As such, I amend the Tenant’s Application for Dispute Resolution to remove the claim disputing the 10 Day Notice. The remaining claim regarding compensation for

emergency repairs will be considered in this decision. This amendment was made pursuant to Section 64(3)(c) of the *Act*.

Issue to be Decided

Is the Tenant entitled to monetary compensation for emergency repairs?

Background and Evidence

The parties were in agreement as to the details of the tenancy. The tenancy began in April 2014. A security deposit of \$637.50 was paid at the outset of the tenancy and current monthly rent is \$1,447.00.

The Tenant provided testimony that on June 23, 2018, she woke up to scalding hot water pouring out of the faucet in the bathroom. She was concerned due to having a young child and called the emergency line for the Landlord. An agent called her back and advised her to turn the tap of the hot water tank off.

When turning off the hot water tank, the Tenant stated that a valve must have broke because water began spraying out of the hot water tank. She called the emergency number again and was told that a plumber would attend the rental unit.

The Tenant stated that the plumber came by that afternoon and switched the leaking bathroom faucet to cold water and stated that he needed to get supplies before fixing the faucet and the hot water tank. Later, the plumber advised the Tenant that he was unable to come back that same day.

As the Tenant was concerned about the water coming out of the hot water tank, she called a friend who is a licensed plumber. The Tenant stated that there was a steady stream of water coming out of the hot water tank and she had to hold a bucket to the tank to prevent the water leaking onto the floor. She testified that due to the angle of the tap on the tank and position of the pan underneath, a bucket would not stay under the tap on its own and without a bucket, the water would leak onto the floor.

The Landlord testified that there is a two-foot crawl space below where the hot water tank is, so any water leaking out of the tank would not have spread throughout the home.

The Tenant's plumber came by and completed the repairs. The plumber for the Landlord came back 3 days later with an agent for the Landlord and checked over the work that the Tenant's plumber had completed. No concerns were noted with the work.

The Tenant paid \$619.45 for the plumbing work to be completed. The Tenant submitted into evidence the invoice for the plumber in the amount of \$619.45.

The Landlord agreed with the Tenant's account of what happened. They stated that in order to repair the bathroom faucet, a new cartridge is required which needs an exchange of the previous cartridge. As such, as the issue occurred on a Saturday, the plumber was not able to return to complete the work until Tuesday when he had the correct parts.

The Landlord further testified that the invoice provided by the Tenant's plumber was generic and did not include any information on the company of the plumber or a GST number.

As the Landlord had also not received information on the liability insurance of the plumber, they were concerned that if something happens with the work he completed, it will not be covered.

The Tenant stated that her friend is a licensed plumber, but does not have a GST number due to only working part-time. She was not sure about liability insurance or a company name and did not have this information with her at the time of the hearing.

The Tenant also submitted that she was not aware of the requirements for having a professional complete emergency repairs, but she made sure she used a plumber that was licensed. She stated that the Landlord's plumber, as well as two agents for the Landlord reviewed the work after it was completed and indicated that they were satisfied.

Analysis

Based on the testimony and evidence of both parties, and on a balance of probabilities, I find as follows:

I refer to Section 33(3) of the *Act*:

(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 testimony of both parties that the Tenant called the emergency line when the bathroom faucet was leaking and again after the hot water tank started leaking water. I find that the Tenant took the necessary steps to inform the Landlord of the issue right away.

I also find that the Landlord took steps to respond to the issue by sending a plumber that same day. However, when the plumber was not able to complete the repairs until three days later, I find that it was reasonable of the Tenant to call another plumber to deal with the issue immediately.

I also note the definition of “emergency repairs” as follows:

- 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 testimony and evidence of the Tenant, I find that the issues that occurred fall under the definition of an emergency repair due to the potential risk to the rental property. I do not find it reasonable to expect that the Tenant would let water leak onto the floor for three days, or that the Tenant should have been aware of the lessened risk due to the location of the crawl space.

Instead, I find that water pouring from the hot water tank could have caused significant damage to the Landlord's property and the Tenant acted responsibly in notifying the Landlord and taking steps to deal with the issue as soon as possible.

As such, I find that Section 33(5) of the *Act* applies as the Tenant provided an invoice for the work completed, and the invoice outlines the work that was done. Therefore, I award the Tenant monetary compensation in the amount of \$619.45. Pursuant to Section 72(2)(a), the Tenant may deduct this amount from their next monthly rent payment.

Conclusion

Pursuant to Section 67 of the *Act*, I award the Tenant monetary compensation in the amount of **\$619.45** for emergency repairs completed.

Pursuant to Section 72 of the *Act*, **The Tenant may deduct \$619.45 from the next monthly rent payment**, in full satisfaction of the compensation owed.

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: October 05, 2018

Residential Tenancy Branch