



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      RP, MNRT, PSF

### Introduction

This hearing dealt with the tenant's application for orders for the landlord to make repairs; provide services or facilities; and to repay the tenant the cost of emergency repairs. Both parties appeared or were represented at the hearing and had the opportunity to make relevant submissions and to respond to the submissions of the other party pursuant to the Rules of Procedure.

### Preliminary and Procedural Matters

The landlord pointed out that the tenant had reversed the order of his first and last name on the Application. I amended the style of cause to correct this error.

The landlord confirmed receipt of the tenant's Application for Dispute Resolution, Notice of Hearing and the Amendment by registered mail; however, the landlord denied receiving the tenant's evidence package that was sent by regular mail. I heard the landlord sent his submissions to the tenant by way of email but the tenant stated he did not receive them. Since the parties did not, or were unable to establish, service of their respective evidence upon the other party in a manner that complies with the Act, I informed the parties that they would be permitted to orally describe their evidence during the hearing.

As for the remedies sought by the tenant, I heard that there are currently no outstanding repair orders or service or facilities required at this time. Rather, the pest control has already been performed and the purpose of this hearing is to seek an order that the landlord pay for that service. I confirmed that neither the landlord nor the tenant has yet paid the exterminator for the services performed at the rental unit on October 17, 2018.

After both parties had an opportunity to be heard, and there was discussion as to rights and obligations with respect to repairs needed at a rental unit, including pest extermination, I was able to facilitate a mutual agreement between the parties that I have recorded by way of this decision.

Issue(s) to be Decided

What are the terms of the mutual agreement?

Background and Evidence

During the hearing, the parties reached a mutual agreement with the following terms:

1. With the understanding the exterminator is willing to reduce the charges for the extermination services performed at the rental unit on October 17, 2018 to \$1,163.00, the tenant shall request a revised invoice from the exterminator that reflects the reduced charges.
2. Upon receipt of the revised invoice, the tenant shall ensure a copy of the exterminator's invoice is delivered to the landlord by mail.
3. The landlord shall pay to the exterminator \$1,008.00 without delay.
4. The tenant shall pay the balance of the exterminator's invoice that exceeds \$1,008.00 without delay.
5. From this point forward, should a repair or maintenance issue arise, including the need to inspect for and/or exterminate pests at the residential property, the inspection and repair or service shall be made by the landlord (or person hired by or authorized by the landlord). The tenant's obligation will be to only report the issue to the landlord and request appropriate action by the landlord. The landlord shall not request the tenant to do any research or obtain quotes for repairs and maintenance and the tenant shall not undertake any such tasks or employ the services of a contractor to perform repairs or maintenance on the rental unit. Should the tenant report a repair or maintenance issue to the landlord and the landlord has not or will not take appropriate action, the tenant's remedy would be to file an Application for Dispute Resolution and seek repair orders or other appropriate remedies from an Arbitrator.

### Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record the agreement in the form of a decision or order.

I have accepted and recorded the mutual agreement reached by the parties during this hearing and I make the term(s) an Order to be binding upon both parties.

For added certainty and clarity, the only exceptions to term #5 is by way of a subsequent order of an Arbitrator or if it is necessary for the tenant to make an "emergency repair" as defined in section 33 of the Act. Below, I have reproduced section 33 of the Act for the parties' further reference (with my emphasis in bold):

#### **Emergency repairs**

**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.**

(2) The landlord must post and maintain in a conspicuous place on residential property, or give to a tenant in writing, the name and telephone number of a person the tenant is to contact for emergency repairs.

**(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.**

(4) A landlord may take over completion of an emergency repair at any time.

(5) 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.

(6) Subsection (5) does not apply to amounts claimed by a tenant for repairs about which the director, on application, finds that one or more of the following applies:

- (a) the tenant made the repairs before one or more of the conditions in subsection (3) were met;
- (b) the tenant has not provided the account and receipts for the repairs as required under subsection (5) (b);
- (c) the amounts represent more than a reasonable cost for the repairs;
- (d) the emergency repairs are for damage caused primarily by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

(7) If a landlord does not reimburse a tenant as required under subsection (5), the tenant may deduct the amount from rent or otherwise recover the amount.

Conclusion

The parties reached a mutually agreeable resolution in satisfaction of this application that I have recorded by way of this decision. I have made the terms of the agreement an order of mine that is binding upon both of them.

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: December 10, 2018

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Residential Tenancy Branch