



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRT, FFT

Introduction

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

- a Monetary Order for the cost of emergency repairs, pursuant to section 33; and
- authorization to recover the filing fee for this application from the landlord, pursuant to section 72.

The landlord did not attend this hearing, although I left the teleconference hearing connection open until 1:52 p.m. in order to enable the landlord to call into this teleconference hearing scheduled for 1:30 p.m. Tenant M.H. attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that tenant M.H. and I were the only ones who had called into this teleconference.

Tenant M.H. testified that she served the landlord with her application for dispute resolution via registered mail on October 19, 2019. A Canada Post receipt and tracking number were entered into evidence to confirm this registered mailing. Tenant M.H. testified that the package was returned to sender. Tenant M.H. testified that she sent her application for dispute resolution to the address listed on the tenancy agreement as the landlord's service address. Tenant M.H. testified that the landlord did not provide an updated address of service over the course of the tenancy.

I find that the tenants were entitled to rely on the address for service listed by the landlord on the tenancy agreement. I find that the landlord was deemed served with the tenants' application for dispute resolution on October 24, 2019, five days after its registered mailing, in accordance with sections 89 and 90 of the *Act*.

Issues

1. Are the tenants entitled to a Monetary Order for the cost of emergency repairs, pursuant to section 33 of the *Act*?
2. Are the tenants entitled to recover the filing fee for this application from the landlord, pursuant to section 72 of the *Act*?

Background/Evidence

While I have turned my mind to the documentary evidence and the testimony of tenant M.H., not all details of her submissions and arguments are reproduced here. The relevant and important aspects of the tenants' claims and my findings are set out below.

Tenant M.H. provided the following undisputed testimony. This tenancy began on July 1, 2019 and ended on September 30, 2019. Monthly rent in the amount of \$1,300.00 was payable on the first day of each month. A security deposit of \$625.00 was paid by the tenants to the landlord.

Tenant M.H. testified to the following facts. On September 12, 2019 tenant M.C. attempted to lock the subject rental property on his way out of the property and the lock fell apart in his hand. The door with the broken lock is the only means of entry and exit to the subject rental property. The tenants texted the landlord at 8:35 am on September 12, 2019 and informed the landlord of the broken lock. The landlord did not respond, and the tenants texted him again at 11:20 a.m. The above text messages were entered into evidence. The landlord called the tenants at 11:23 a.m. on September 12, 2019 and instructed the tenants to call a locksmith and to forward the receipt and invoice to himself for reimbursement. The tenants entered into evidence a call log with the landlord showing that a 2-minute call between the landlord and the tenants occurred at 11:23 a.m. on September 12, 2019.

Tenant M.H. testified to the following facts. Tenant M.H. sent the landlord the locksmith receipt via email on September 13, 2019. The landlord responded via email on September 13, 2019 requesting a copy of the invoice in addition to the receipt provided. Tenant M.H. responded to the landlord on September 17, 2019 and informed the landlord that a copy of the invoice had been requested but it would take approximately five days before they received it. On September 24, 2019 the tenants sent the landlord the locksmith invoice for reimbursement via email. The above emails were entered into evidence.

Tenant M.H. testified to the following facts. After the invoice was submitted the landlord refused to answer their calls and did not reimburse the tenants for the locksmith. The tenants entered into evidence a locksmith invoice and receipt in the amount of \$414.75.

Analysis

Section 33(1) of the *Act* defines emergency repairs as those that are urgent, necessary for the health or safety of anyone or for the preservation or use of residential property and includes repairs to damaged or defective locks that give access to a rental unit.

I find that the repair of the lock for the only means of entry and exit to the subject rental property is an emergency repair as defined under section 33(1) of the *Act*.

Based on the undisputed testimony of tenant M.H. and the supporting text and call history, I find that the landlord authorized tenant M.H. to arrange for the emergency repairs to be made.

Section 33(5) of the *Act* states that 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.

I find that the tenants claimed reimbursement for the emergency repair from the landlord on September 13, 2019 and provided the landlord with both the invoice and receipt for the repair. I therefore find, pursuant to section 33(5) of the *Act*, that the landlord must reimburse the tenants for the cost of the emergency repair in the amount of \$414.75.

As the tenants were successful in their monetary claim, I find that they are entitled to recover the \$100.00 filing fee from the landlord, in accordance with section 72 of the *Act*.

Conclusion

I issue a Monetary Order to the tenants in the amount of \$514.75.

The tenants are provided with this Order in the above terms and the landlord must be served with this Order as soon as possible. Should the landlord fail to comply with this

Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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 26, 2020

Residential Tenancy Branch