



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding T & W PACIFIC ENTERPRISES
INC. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

CNC, RP, MNR

Introduction

This hearing was convened in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to set aside a One Month Notice to End Tenancy for Cause, for an Order requirement the Landlord to make repairs, and to recover the cost of emergency repairs.

At the hearing the Tenant withdrew her application to set aside the One Month Notice to End Tenancy for Cause and for an Order requiring the Landlord to make repairs, as she is vacating the rental unit.

The Tenant stated that the Dispute Resolution Package was served to the Landlord, via registered mail, in January of 2020. The Landlord acknowledged receipt of these documents.

In January of 2020 the Tenant submitted evidence to the Residential Tenancy Branch. The Tenant stated that this evidence was served to the Landlord, via registered mail, on March 16, 2020. The Landlord acknowledged receiving this evidence on March 16, 2020 or March 19, 2020. One of the Landlord's stated that they had sufficient time to consider the Tenant's evidence, and it was accepted as evidence for these proceedings.

In March of 2020 the Landlord submitted evidence to the Residential Tenancy Branch. One of the Landlord's stated that this evidence was served to the Tenant, via registered mail, on March 19, 2020. The Tenant acknowledged receiving this evidence "a few days ago". As the Tenant did not serve her evidence to the Landlord in a timely

manner, I find it reasonable to accept the Landlord's evidence as evidence for these proceedings, even though it was not received one full week prior to the date of this hearing.

The parties were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each party present at the hearing affirmed that they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

Issue(s) to be Decided

Is the Tenant entitled to a monetary Order for emergency repairs?

Background and Evidence

The Landlord and the Tenant mutually agreed that the issues in dispute at these proceedings should be settled, in part, under the following terms:

- The tenancy will end, by mutual agreement, on April 01, 2020;
- The Tenant will vacate the unit on April 01, 2020; and
- The Landlord will receive an Order of Possession for the rental unit that is effective on April 01, 2020.

This settlement agreement was summarized for the parties on at least two occasions and both parties clearly acknowledged that they agreed to resolve this dispute, in part, under these terms.

The parties both acknowledged that they understand they were not required to enter into this agreement and that they understood the agreement was final and binding.

The Tenant applied for compensation for emergency repairs, in the amount of \$160.00. The Tenant stated that this was for the cost of replacing flooring in the rental unit, which was necessary because there were bugs in the rental unit. The Landlord submits this is not an "emergency repair".

Analysis

I find that the parties agreed to settle this dispute, in part, in accordance with the following terms:

- The tenancy will end, by mutual agreement, on April 01, 2020;

- The Tenant will vacate the unit on April 01, 2020; and
- The Landlord will receive an Order of Possession for the rental unit that is effective on April 01, 2020.

Section 3 of the *Residential Tenancy Act (Act)* permits a tenant to make emergency repairs and to recover the cost of those repairs under certain circumstances. Section 33(1) of the *Act* defines “emergency repairs” as repairs that are urgent, necessary for the health or safety of anyone or for the preservation or use of residential property, and made for the purpose of repairing major leaks in pipes or the roof, damaged or blocked water or sewer pipes or plumbing fixtures, the primary heating system, damaged or defective locks that give access to a rental unit, the electrical systems, or in prescribed circumstances, a rental unit or residential property.

On the basis of the definition provided in the *Act*, I find that replacing flooring does not constitute an emergency repair, even if the flooring was replaced as a result of bugs and potential health risks associated to the bugs. I therefore dismiss the Tenant’s application to recover the cost of emergency repairs, as repairs to a floor are not an emergency repair, as that term is defined by the *Act*.

Conclusion

On the basis of the settlement agreement, I grant the Landlord an Order of Possession that is effective on April 01, 2020. This Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

The Tenant’s application for emergency repairs are 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 30, 2020

Residential Tenancy Branch