Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, RP, RR, OLC, MNDCT, MNRT, FFT

Introduction

This hearing was convened as a result of the Tenants' Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act") to cancel a 10 Day Notice to End Tenancy for Unpaid Rent dated November 16, 2020 ("10 Day Notice"); for an Order for repairs to the unit, site or property, having contacted the Landlord in writing to make repairs, but they have not been completed; for an Order to reduce the rent for repairs, services or facilities agreed upon but not provided by $950.00; an Order for the Landlord to Comply with the Act or tenancy agreement; a monetary order for damage or compensation under the Act of $1,600.00; for a monetary order for the cost of emergency repairs of $590.34; and to recover the $100.00 cost of their Application filing fee. However, at the time of the hearing, the Tenants had already moved out; therefore, they no longer sought an Order to cancel the 10 Day Notice or an Order for the Landlord to Comply with the Act or tenancy agreement. Accordingly, I dismiss these two claims without leave to reapply.

The Tenant, T.C., and the Landlord appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about the hearing process. During the hearing the Tenant and the Landlord were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Neither Party raised any concerns regarding the service of the Application for Dispute Resolution or the documentary evidence. Both Parties said they had received the Application and/or the documentary evidence from the other Party and had reviewed it prior to the hearing.

Preliminary and Procedural Matters

The Tenants provided the Parties' email addresses in the Application, and the Parties confirmed them in the hearing. They also confirmed their understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

I advised the Parties that pursuant to Rule 7.4, I would only consider their written or documentary evidence to which they pointed or directed me in the hearing.

Issue(s) to be Decided

- Are the Tenants entitled to a monetary order, and if so, in what amount?
- Are the Tenants entitled to recovery of the $100.00 Application filing fee?

Background and Evidence

The Parties agreed that the periodic tenancy began on December 26, 2018, with a monthly rent of $1,600.00, due on the first day of each month. The Parties agreed that the Tenant paid the Landlord a security deposit of $800.00, and no pet damage deposit.

They noted that the rent does not include the cost of utilities; however, the Landlord also said: "We both agreed that the house needed some TLC ["tender loving care'], and we agreed that I would cover the gas bill and hydro bill, and that would compensate them for the repairs." The Landlord said: "Also, they didn't pay for November's rent, so that's really my kind of case on that. There was need of TLC, and I paid $3,200.00 in compensation to him for Hydro and [gas] bill."

The Parties confirmed that they did not do a condition inspection of the rental unit at the start of the tenancy, although they did one at the end of the tenancy. The Tenants moved out on November 30, 2020, and they said they emailed the Landlord their forwarding address, as well as having written it on the move-out condition inspection report ("CIR").

The Tenants submitted a monetary order worksheet claiming two items: the labour of the Tenants' family estimated at 160 hours at $20.00 per hour for a total of $3,200.00; and "emergency and maintenance" for $590.34 ("Worksheet"). The Worksheet included a list of 18 items they purchased in materials for doing the work on the house. The total came to $590.34 and included items like door seal, paint, parts closet, screen parts, window insulation, shower head, weather stripping, and lights. However, the Tenant did

not direct me to receipts that they had submitted for the amounts claimed for these 18 items.

#1 COMPENSATION UNDER THE ACT → ~~$1,600.00~~ 3,200.00

The Tenant said that the residential property was:

> …derelict to start, and in need of repairs. This involved removing the second story deck; I reinforced the deck in the process of waiting for it to be replaced. I removed the deck myself. It was over the first floor exit, and it blocked the exit for two bedrooms on the second story. It was significantly rotten.
>
> You couldn't walk out in the back yard, with the weeds, trees, the waste. We cleaned it up over several days as a family. And the house needed a number of electrical upgrades – most of the main floor of the house was on one circuit, which is extremely dangerous. I'm a former fire fighter, so I know about this.
>
> There were other repairs needed to keep plumbing working. It was a significant amount of cost to make the space livable.

The Tenant said that section 8 of the *Residential Tenancy Act* Regulation ("Regulation") says that a landlord must provide and maintain a property. He said that the dilapidated state of the property progressed over the decades that repairs were not competed. He said that there were several health and safety issues.

The Tenant submitted photographs of the yard, with the following description:

> Photos provided to [Landlord] show the significant work to find the stairs to the back yard and the waste pile of the partially cleaned yard. The shed had human feces, urine, used needles, dirty clothing and vermin feces within it, which looked to have been there for years.

The Tenant referred to section 32 of the Act, which states that it is not a tenant's responsibility to make repairs for reasonable wear and tear. Whether the tenant knew of the breach or not, it is the landlord's sole responsibility to maintain the health and safety standards of the residential property. The Tenant said:

> He did make some improvements pre tenancy, but he took no action afterwards.

> There were emergency repairs – urgent, necessary repairs that had to be completed. I undertook the repairs in the removal of the second story deck and the electrical system. This is my claim for $1,600.00 for repairs.

The Landlord said:

> For one, we both agreed that the house needed some TLC, and we agreed that I would cover the gas bill and BC Hydro and that would compensate them for the repairs. Also, they didn't pay for November rent, so that's really my kind of case on that. There was need of TLC, and I paid $3,200.00 in compensation to him for Hydro and gas bills.

The Tenants submitted an email they sent to the Landlord with their monthly rent on May 1, 2020. The message with this etransfer payment read: "May 2020 rent in full. Thanks for picking up yard pile. Remember board where deck attached is fully rotten and needs replacing, as does eaves trough in front of house."

The Tenants submitted another email to the Landlord with their monthly rent on September 3, 2020. The message with this etransfer said: "September 2020 in full. Sorry, wasn't watching the calendar. I haven't seen anyone to look at repairing eaves or rotten wood on back of house yet. Please make sure to get these repaired, the house is exposed in both locations."

The Tenants submitted another email to the Landlord with their monthly rent on October 2, 2020. The message with this etransfer said: "October 2020 rent in full. Any update on eavestrough and wall repair? Should I arrange to take off next month's rent?"

The Tenant submitted a Worksheet setting out a claim of $3,790.34, which was the total amount he claimed in his Application; however, one segment of that was set out in the Application as $1,600.00. The Tenant said he did not know where this amount came from, on its own. He said he changed it to the full amount of $3,790.34 in his Worksheet.

The Landlord said that the Tenant initially claimed $10.00 per hour, but he increased it to $20.00 per hour.

The Tenant said that after his original submission, he made this change:

> …based on the going rate of the cost to complete those tasks. It would be closer

> to $20.00 per hour to complete electrical work or rip the deck off a house. The 160 hours estimated, which is quite low, was for the time that myself, and three family members put in doing the work. Cleaning the deck off was a full day process for two people – a significant amount of work. The details of the work and costs are in the pages to follow [in the Worksheet].

The Landlord asked if there was a log for those hours, to which the Tenant said: "No there's not. I wasn't expecting that we would have to check in with this sort of thing. But if I'm required to, I could put together a time . . . but it might be more hours."
When I asked the Tenant how he estimated the hours of work, he said:

> It was based on the time we spent on larger tasks, what was spent for time – like the removal of the deck and the removal of waste and debris from the property. You couldn't walk around the house or out the back at all – there was no escape route.

In answer to whether this work was discussed prior to the tenancy, the Tenant said:

> We were told that the property needed TLC, and that it had had a nightmare tenant prior to our tenancy. It is a four-bedroom suite, and he charged $400.00 a door per month, no mention of utilities in addition.
>
> We hadn't seen the condition of property prior to that. We agreed to it sight unseen. When we entered the property under duress regarding the derelict condition it was in, we agreed, but we agreed to only painting in exchange for the utilities cost being covered by the Landlord. The bathroom and exterior doors were painted. We had no other place to go. We didn't have a choice, but to make some improvements. What I didn't realize was that the property was in a much more derelict condition than just needing a little paint.

The Landlord agreed that the residential property:

> …was not in the best condition, and that it needed some work. The tenants before were very messy, and there was some overgrowth and bushes. It needed a tenant who cared about the house and wanted to care about the house. In November 2018, I was very upfront saying it was not in good condition. I never said it was $400.00 a door. It did need some TLC. The agreement about the gas and the hydro were easily $200.00 a month. I made sure that they had a place to come to.

The Tenant said: “It clearly states that the amount given to me about utilities was $40.00 to $60.00 per month. It was inside the front door when that was said. That was not agreed to at $200.00 per month . . ..”

The Landlord said: “I have gas and hydro bills for 23 months – gas and hydro – that’s $3,200.00. I agreed to cover that for the repair work done.”

The Parties agreed that this arrangement was not put into writing. The Tenant said, “

> No, it was a verbal agreement; you can only see his email where he agreed that BC Hydro monthly fees would be the compensation for doing repairs, and he forgot about the gas as well. The email was dated October 30, 2020. See first three pages of Landlord’s evidence of hydro and [gas] bills.

The Landlord’s email reads as follows (although it was dated November 1, 2020):

> Hello [Tenant],
>
> I appreciate the work and effort you and your family have put into my rental property. Yes, there were several things that needed tending to and again I appreciate the work you have done.
>
> When you first moved in, we discussed that I wasn’t ready to rent the unit as the last tenant was a disaster. The house was needing lots of TLC and you were okay with doing that while you lived there, and we agreed to compensate for the BC Hydro and Gas bills. As well, . . . I kept the rent at a very reasonable $1600 per month. The going rate for a 3 bedroom plus den home would have easily been over $1800 per month plus utilities (which is now easily over $2000/month), plus didn’t add any rent for your pets.
>
> Understanding that I didn’t charge you for city services, (garbage, recycling, sewer and water) the entire time you lived there, $79/month.
>
> When we agreed that you would rent the unit I had the entire unit painted by a professional company quickly so it would be ready for you.
> The Dryer was an unforeseen circumstance that you offered to bring your dryer in and I appreciated that.
>
> So if we look at the numbers, I think I have been very gracious and generous when you needed someone to help and somewhere to live.

Understanding the man hours you and your family put in, if I was to have paid you $20 per hour for your time, then it would have been $3000.
As well, not sure what you spent on supplies and materials, but lets say $1000.
I am grateful that you moved your dryer into the house as a quick fix and will agree that that was an inconvenience. $400 (don't want to purchase), which is a total of $4400.

The items I covered for 24 months while you stayed there are as follows:
BC Hydro - $1534
[Gas] - $1669
City Utilities - $1896
And discounted rent - $4800
Which is a total of: $9899

I don't agree to the final month free.

Kind Regards,
[Landlord]

[reproduced as written]

The Tenant said:

This was at the end of the tenancy, and it was not $3,200.00. He was very clear that it was $40.00 to $60.00 for utilities. I asked specifically, as what it would cost. I asked that question and that's what he answered.

The Landlord said: "That's false."

The Tenant said: "We had no idea until the evidence was submitted – we had no idea what the utilities' costs would be."

"You had gas and hydro," said the Landlord.

The Landlord submitted **Hydro bills** for the tenancy, as follows:

December 13, 2018 to February 12, 2019 →	92.95
February 13, 2019 to April 12, 2019 →	96.33
April 13, 2019 to June 13, 2019 →	104.63
June 14, 2019 to August 14, 2019 →	145.22
August 15, 2019 to October 15, 2019 →	87.60

October 16 to December 12 2019 →	99.21
TOTAL	$625.94 = $52.16/month

December 13, 2019 to February 12, 2020 →	$133.16
February 13, 2020 to April 12, 2020 →	110.37
April 13, 2020 to June 13, 2020 →	101.31
June 14, 2020 to August 14, 2020 →	185.83
August 15, 2020 to October 15, 2020 →	141.33
October 16 to December 12, 2020 →	68.01
TOTAL	$740.01 = $61.67/month

The Landlord submitted **Gas bills** for the same time period

December 12, 2018 to January 14, 2019 →	$214.63
January 14 to February 12, 2019 →	150.39
February 12 to March 13, 2019 →	159.22
March 13 to April 11, 2019 →	78.30
April 11 to May 13, 2019 →	41.43
May 13 to June 12, 2019 →	46.59
June 12 to July 12, 2019 →	31.48
July 12 to August 13, 2019 →	27.30
August 13 to September 12, 2019 →	31.48
September 12 to October 11, 2019 →	65.99
October 11 to November 13, 2019 →	58.80
November 13 to December 12, 2019 →	118.74
	$1,024.35 = $85.36/month

December 12, 2019 to January 15, 2020 →	$144.80
January 15 to February 14, 2020 →	126.81
February 14 to March 12, 2020 →	94.90
March 12 to April 14, 2020 →	100.52
April 14 to May 13, 2020 →	47.42
May 13 to June 11, 2020 →	35.58
June 11 to July 13, 2020 →	33.94
July 13 to August 13, 2020 →	32.33
August 13 to September 11, 2020 →	30.35
September 11 to October 14, 2020 →	41.38
October 14 to November 13, 2020 →	109.59
	$ 797.62 = $66.47/month

Accordingly, I find that the average monthly cost of hydro and gas for the rental unit was $137.52 in 2019 and $128.14 in 2020.

On page two of the tenancy agreement it states that electricity and natural gas are not included in the rent. There is nothing in the tenancy agreement about the Tenants being compensated with free gas and hydro in exchange for cleaning up the property.

#2 EMERGENCY REPAIRS → $590.34

The Tenant said:

> The list of things I purchased are broken out on the monetary order worksheet on page three. I went above and beyond to find the lowest price way to do it. I bought it at the Restore – watched for sales. I saved a lot of money. Electric sockets are about a quarter of the price at the Restore. My safety was put on the line at different times, climbing high on a ladder. I used electric saws, . . . so $20.00 an hour is rewardable, because of the skill and the equipment included.

The Landlord said: “These were needed, but you were compensated for from the cost of the gas and the hydro bills.”

In answer to my question of how the Tenant let the Landlord know that he needed to do emergency repairs, the Tenant said:

> I included it in the document package: ‘[Landlord] evidence’. A series of text messages noting the issues, and photos showing work being completed. [The Landlord] didn’t complete the work – I didn’t hear any more from him. I eventually stated that I was going to complete the work and even commented on it being done and the hours to complete it. See etransfers for rent – if I don’t hear from him, I’ll proceed to make the repairs to specific items. In the texts it was clear what we tried to do to get some solutions before doing them ourselves.

The Landlord said:

> If emergency repairs was something required, our texts quickly responded to it. He suggested he would fix it, and if he needed more assistance, he would contact me about a plumber, but I never heard from him.

> The locks . . . he said he would go get those. He's a very capable person and he did take care of it. There was response for things that needed to be done.

The Tenant said:

> It is important to note that [the Landlord] agreed that the emergency repairs were required to be completed, and the Act doesn't have me as responsible – the Landlord is responsible. But between the Worksheet and the [Landlord's] evidence document, there is sufficient evidence to back this up.

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on a balance of probabilities, I find the following.

From section 8 of the Regulation Schedule:

> **Repairs**
>
> **8** (1) Landlord's obligations:
>
> (a) The landlord must provide and maintain the residential property in a reasonable state of decoration and repair, suitable for occupation by a tenant. The landlord must comply with health, safety and housing standards required by law.
>
> (b) If the landlord is required to make a repair to comply with the above obligations, the tenant may discuss it with the landlord. If the landlord refuses to make the repair, the tenant may make an application for dispute resolution under the *Residential Tenancy Act* seeking an order of the director for the completion and costs of the repair.
>
> (2) Tenant's obligations:
>
> (a) The tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. The tenant must take the necessary steps to repair damage to the residential property caused by the actions or neglect of the tenant or a person permitted on the residential property by that tenant. The tenant is not responsible for repairs for reasonable wear and tear to the residential property.

(b) If the tenant does not comply with the above obligations within a reasonable time, the landlord may discuss the matter with the tenant and may make an application for dispute resolution under the *Residential Tenancy Act* seeking an order of the director for the cost of repairs, serve a notice to end a tenancy, or both.

(3) **Emergency repairs**:

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

(b) If emergency repairs are required, the tenant must make at least two attempts to telephone the designated contact person, and then give the landlord reasonable time to complete the repairs.

(c) If the emergency repairs are still required, the tenant may undertake the repairs, and claim reimbursement from the landlord, provided a statement of account and receipts are given to the landlord. If the landlord does not reimburse the tenant as required, the tenant may deduct the cost from rent. The landlord may take over completion of the emergency repairs at any time.

(d) **Emergency repairs must be** urgent and necessary for the health and safety of persons or preservation or use of the residential property and are limited to 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, or

(v) the electrical systems. .

[emphasis added]

#1 COMPENSATION UNDER THE ACT → $3,200.00

The Tenants claimed compensation from the Landlord for having done extensive work on the rental unit to bring it up to a standard suitable for occupation. The Landlord agreed that the Tenants did a lot of work on the property; however, he said that they

agreed to do it in lieu of not having to pay hydro and gas supplies to the rental unit. The Parties agreed that there is no written agreement to this effect before me.

However, I find that the three etransfer messages that the Tenants sent to the Landlord in May, September, and October 2020, indicate that the Tenant informed the Landlord in writing that work was needed to be done on the residential property.

RTB Policy Guideline #1 ("PG #1"), "Landlord & Tenant – Responsibility for Residential Premises" states that it is intended to clarify the responsibilities of landlords and tenants regarding maintenance, cleaning, repairs, and obligations with respect to services and facilities. PG #1 states:

> The Landlord is responsible for ensuring that rental units and property, or manufactured home sites and parks, meet 'health, safety and housing standards' established by law, and are reasonably suitable for occupation given the nature and location of the property. The tenant must maintain "reasonable health, cleanliness and sanitary standards" throughout the rental unit or site, and property or park. The tenant is generally responsible for paying cleaning costs where the property is left at the end of the tenancy in a condition that does not comply with that standard. The tenant is also generally required to pay for repairs where damages are caused, either deliberately or as a result of neglect, by the tenant or his or her guest. The tenant is not responsible for reasonable wear and tear to the rental unit or site (the premises), or for cleaning to bring the premises to a higher standard than that set out in the *Residential Tenancy* (the Legislation).
>
> Reasonable wear and tear refers to natural deterioration that occurs due to aging and other natural forces, where the tenant has used the premises in a reasonable fashion. An arbitrator may determine whether or not repairs or maintenance are required due to reasonable wear and tear or due to deliberate damage or neglect by the tenant. An arbitrator may also determine whether or not the condition of premises meets reasonable health, cleanliness and sanitary standards, which are not necessarily the standards of the arbitrator, the landlord or the tenant.
>
> Residential Tenancy Agreements must not include terms that contradict the Legislation. For example, the tenant cannot be required as a condition of tenancy to paint the premises or to maintain and repair appliances provided by the landlord. Such a term of the tenancy agreement would not be enforceable. The

> tenant may only be required to paint or repair where the work is necessary because of damages for which the tenant is responsible. The landlord and tenant may enter into a separate agreement authorizing the tenant to provide services for compensation or as rent.

I find that the Landlord knew that there was a lot of work to be done on the property to bring it to a suitable condition for occupation. He referred to compensating the Tenants for this work in the form of free hydro and gas for the residential property. However, this was not agreed to by the Tenants in writing – there were no notes on the tenancy agreement in the section that sets out what the rent includes.

The parol evidence rule is a common law rule in contract that prevents a party to a written contract from presenting extrinsic evidence (usually oral) supplementary to a pre-existing written instrument. The purpose of the parol evidence rule is to prevent a party from introducing evidence of prior oral agreements that occurred before or while the agreement was being reduced to its final form in order to alter the terms of the existing contract.

The tenancy agreement said that rent did not include the hydro or gas, and yet the Landlord paid for this for the Tenant. Based on this inconsistency with the tenancy agreement, I find it more likely than not that the Parties agreed that the Landlord would pay these costs in lieu of the Tenants giving the property some “TLC”.

In terms of the hours the Tenant estimated that they worked on the residential property, the Tenant said: ““I could put together a time, if I’m required to”, which I find indicates that the Tenant was not confident in the accuracy of the estimated hours he submitted. Given this uncertainty, I find that the number of hours claimed by the Tenants is insufficient to support their claim.

Further, section 59(2)(c) of the Act states that: “An application for dispute resolution must include full particulars of the dispute that is to be the subject of the dispute resolution proceedings”. Rule 4 explains how a party may amend an application. The Tenants requested $1,600.00 for this claim in their Application, but they claimed $3,200.00 in their Worksheet and in the hearing.

There is no evidence before me that the Tenants amended their Application from $1,600.00 to $3,200.00, pursuant to section 59(2)(c) and Rule 4. Accordingly, I find that the Tenants did not inform the Landlord of the full particulars of their claim, which I find to be inconsistent with the Act and Rules and administratively unfair to the Landlord; the

Landlord was unable to prepare his response to the Tenants' Application without knowing if the Tenants were claiming $10.00 or $20.00 an hour for labour costs, as well as an accurate number of hours claimed. Accordingly, I dismiss the Tenants' claim in this regard without leave to reapply, pursuant to sections 59 and 62 of the Act.

#2 EMERGENCY REPAIRS → $590.34

Section 33(1) of the Act sets out what "emergency repairs" means. It says that emergency repairs are "urgent, necessary for the health or safety of anyone or for the preservation or use of residential property." Section 33(1) also states that emergency repairs are 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.

Section 33(2) requires the Landlord to "post and maintain in a conspicuous place on the 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." The rest of section 33 states:

(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.

[emphasis added]

The Tenants submitted copies of their etransfer payments to the Landlord with messages directing the Landlord's attention to needed repairs for the rotten deck and the eaves trough. However, I find that the Tenants did not communicate their request to the Landlord in the manner set out in section 33(3)(b) of the Act. Further, I find that these repairs are not considered "emergency" repairs under the Act, and therefore, the Tenants cannot claim compensation for them under section 33. As a result, I dismiss this claim without leave to reapply.

As noted above the Tenants' other claims are dismissed without leave to reapply, as well.

Conclusion

The Tenants' Application compensation from the Landlord for work they did to the residential property in making it suitable for occupation is unsuccessful.

Based on the evidence before me, I found that it was more likely than not that the Landlord compensated the Tenants for the work that they did on the property by paying the gas and electricity bills for the residential property during the tenancy. This amounted to almost exactly what the Tenants claimed in the hearing, although twice as much as they claimed in their unamended Application.

Further, the Tenants did not submit receipts for their materials and supplies claimed, nor did they explain how they calculated the hours of work done. In addition, the costs claimed for “emergency repairs” do not amount to emergency repairs under the Act.

As such, I dismiss the Tenants’ Application wholly, without leave to reapply.

This Decision is final and binding on the Parties, unless otherwise provided under the Act, and 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 22, 2021

Residential Tenancy Branch