



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Top Vision Realty Inc  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNRT, FFT

### Introduction

Pursuant to section 58 of the *Residential Tenancy Act* (the Act), I was designated to hear an application regarding a tenancy dispute. The tenant applied on January 11, 2022 for:

- reimbursement for the cost of emergency repairs made during the tenancy; and
- the filing fee.

Those in attendance were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses; they were also made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings.

The landlord's agent, BW, confirmed receipt of the tenant's materials, and that the landlord had not submitted responsive evidence.

### Issues to be Decided

- 1) Is the tenant entitled to reimbursement for the cost of emergency repairs?
- 2) Is the tenant entitled to the filing fee?

### Background and Evidence

The parties agreed on the following particulars of the tenancy. It began February 1, 2019; rent is \$1,827.00, due on the first of the month; and the tenant paid a security deposit of \$900.00, which the landlord still holds.

The tenant testified that on January 11, 2022 one of his roommates got their key stuck in the lock of the front door to the rental unit, were unable to get the door unlocked, and accidentally broke the key off in the lock. The tenant testified they had not changed the lock, and that the key had belonged to a previous roommate.

The tenant testified they were not able to get in the front door of the unit, but were able to gain entry as a sliding glass door had briefly been left unlocked. The tenant testified that he and his roommates all would have to leave the unit to go to work the next day, and leaving the sliding door unlocked all day would pose a security concern, so they sought to get the lock fixed. The tenant testified the sliding glass door could not be locked from the exterior.

The tenant testified that when they notified the landlord the same day, the landlord told them to get a locksmith to fix it at the tenant's expense.

The tenant testified they arranged for a locksmith to visit the next morning at 10:00 a.m. to change the lock.

BW, the landlord's agent, testified that he got back to the tenant the same day and told the tenant that he could be there the next day to change the lock, the tenant would have to pay for the cost, but it would cost less than having a locksmith visit.

The tenant testified that the evening before, BW had told him to call a locksmith, and that it was not until approximately noon the next day that a different agent of the landlord had said they could have come and done the work for less, at the tenant's cost. BW did not dispute the tenant's testimony on the timing of that discussion. The tenant submitted texts with the owner as evidence. The texts are from late afternoon January 11, and early morning on January 12, 2022, and indicate that BW told the tenant to call a locksmith.

The tenant submitted as evidence a Monetary Order Worksheet listing \$156.45 for the locksmith and \$20.12 for cutting keys at a hardware store, for a total of \$176.57. The tenant's application indicates they did not have the locksmith cut the keys as it was more expensive than having the hardware store do it. Corresponding receipts are submitted in support. The locksmith receipt lists charges for a callout and for installation of a new doorknob.

The tenant testified they sent the receipt images to BW by email and by text.

### Analysis

Section 33(1) of the Act provides that “emergency repairs” mean 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.

I accept the tenant’s affirmed undisputed testimony and evidence that on January 11, 2022, one of his roommates accidentally broke their key off in the lock of the door to the unit, and that as all who lived in the house needed to leave the next day to go to work, the tenant arranged to have a locksmith visit the next morning to change the doorknob. I accept the submitted documentary evidence that the cost for the locksmith and key cutting came to \$176.57.

I accept that the need to fix the lock was urgent, as the tenant testified that he and his roommates all had to leave the rental the next day to go to work.

I accept that the repair was necessary for the health or safety of anyone or for the preservation or use of residential property as the only other door to the rental unit could not be locked from the exterior, and it would be a security risk to leave the unit unlocked.

The landlord has submitted that the tenant is responsible for the cost to repair the lock.

The tenant has submitted that the landlord must reimburse them for the cost of the key and lock their roommate broke.

There is no dispute that the key broke off in the lock when the tenant’s roommate was attempting to gain access to the rental unit.

Section 33(1)(c)(iv) notes damaged or defective locks that give access to a rental unit as an example of a possible emergency repair.

Based on the testimony and documentary evidence before me, I find there is insufficient evidence to prove that the lock was damaged or defective when the tenant's roommate attempted to access the rental unit, accidentally breaking their key in the lock.

As it was the tenant's roommate who, albeit unintentionally, caused the damage, I find the tenant must bear the cost of the repair.

As the tenant is unsuccessful in his application, I decline to award him the filing fee.

### Conclusion

The tenant's application is dismissed.

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: September 07, 2022

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Residential Tenancy Branch