



Landlord and Tenant Fact Sheet

RTB-110

Emergency Repairs to a Property

s. 33 Residential Tenancy Act and s. 27 Manufactured Home Park Tenancy Act

A landlord and tenant are both responsible for repairing, maintaining, and servicing the rental unit. A landlord is obliged to repair and maintain the rental unit and property in a reasonable manner. However, a tenant is responsible for repairing any damage caused by him or her, or by his or her pets or guests.

Sometimes an emergency repair may be required that is not the responsibility of the tenant. Repairs are an emergency only if the health or safety of the tenant is in danger or if the building or property is at risk.

Examples of emergencies are:

- major leaks in pipes or roof.
- damaged or blocked water or sewer pipes or plumbing fixtures.
- primary heating system.
- malfunctioning electrical system.
- damaged or defective locks.

Situations that are not emergencies include:

- a burned out heating element on a stove.
- a plugged kitchen sink.
- when a tenant loses their keys and wants to change the locks.

In a manufactured home park, the owner of the manufactured home is responsible for all repairs including emergency repairs to the home, unless the tenant can prove the damage was caused by the landlord's negligence. The landlord is responsible for maintaining any services or facilities within the park.

Tenants need to know who to contact in case of an emergency. A landlord *must* post an emergency contact name and phone number in a visible place or provide tenants with the emergency contact name and phone number in writing.

Making emergency repairs

When an emergency arises, the tenant must try to call the emergency contact at least twice, and allow a reasonable amount of time for the contact to respond each time. The tenant should keep a written record of the dates and times of each call.

After the emergency contact responds, the tenant must allow a reasonable time period for the repair to be done. What is "reasonable" will depend on the circumstances. For example, if it is below freezing outside and the only source of heat is not working, the repair should be started within a few hours.

If the emergency contact does not respond, the tenant can get the repairs done after making sure the costs will be reasonable and the repair will be done properly.

At any time, the landlord may take over the repair work and pay for work done up to that point.

Office of Housing and Construction Standards

Residential Tenancy Branch

Lower Mainland: 604-660-1020 Victoria: 387-1602 Elsewhere in BC: 1-800-665-8779

Website: www.rto.gov.bc.ca

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Reimbursing a tenant for emergency repairs

A landlord must compensate a tenant who paid for emergency repairs if the tenant:

- did not cause the damage (or the tenant's guest or pet did not cause the damage);
- attempted to contact the landlord's designated emergency contact on a least two (2) different occasions and has evidence of those attempts (a witness or a written note);
- allowed a reasonable time for the contact person to respond;
- provided the landlord a written account of the repairs with receipts; and
- requested reimbursement from the landlord.

When the landlord does not reimburse the tenant after receiving the written account and receipts, the tenant can deduct the emergency repair costs from the rent.

If a tenant deducts the repair costs from the rent and the landlord believes the repair costs were too high, the repairs unnecessary, or were the result of the tenant not taking proper care of the rental unit, the landlord can:

- apply for dispute resolution asking for a monetary claim against the tenant; and/or
- serve the tenant with a 10-day Notice to End Tenancy for non-payment of rent.

The tenant can apply for dispute resolution to dispute the Notice to End Tenancy.

When a hearing results in a decision in the landlord's favour, the tenant may be ordered to pay a specific amount to the landlord within a certain timeframe. If a tenant does not pay, the landlord can:

- serve a 10-day Notice to End Tenancy for non-payment of rent;
- deduct the amount from the security deposit at the end of the tenancy; or
- file the order in Provincial Court where it remains enforceable for 10 years.

For more information ...

Visit the RTB's Web site at www.rto.gov.bc.ca.

Call an Information Officer or listen to our 24 Hour Recorded Information Line:

Lower Mainland: 604-660-1020

Victoria: 250-387-1602

Elsewhere in BC: 1-800-665-8779

Visit the RTB nearest you:

Burnaby: 400-5021 Kingsway

Victoria: 1st Floor, 1019 Wharf Street

Kelowna: 101-2141 Springfield Road

RTB Burnaby and Victoria are open 8:30 a.m. to 4:30 p.m., Monday to Friday.

RTB Kelowna is open 8:30 a.m. to 12 noon, Monday to Friday for limited services.

All RTB offices are closed on statutory holidays.

If there is no RTB in your area, you can get residential tenancy guides, fact sheets and forms online at www.rto.gov.bc.ca or at any Service BC—Government Agents Office.