



Policy Number: 04-002
Subject: Tenant's Request for Repairs
Chapter: Repairs

Legislation	s. 10(1), 20, 21
Definitions	<p>Repair: repair means to fix or replace</p> <p>Material Breach of a Rental Agreement: includes an activity, work, project or thing that affects the integrity or value of a tenant's residential premises or other residential premises in the residential complex in which the tenant's premises are located.</p>
Purpose	The purpose of this policy is to outline remedies available to tenants where repairs are necessary to a rental premises.
Policy	<p>Repairs: A tenant who requires a landlord to make repairs to the rental unit, may give the landlord a written request to make the necessary repairs within a reasonable time.</p> <p>Where a landlord fails to complete the necessary repairs within a reasonable period of time, the tenant may apply for the following:</p> <ul style="list-style-type: none">• rebate of rent (based on actual costs incurred- ie. Laundromat services, heat loss due to failure to repair window or door, or loss of use of a portion of the rental unit due to leaky roof, etc.);• reduction in rent (until such time as the necessary repairs are completed);• rent to be paid to the Residential Tenancies Office in trust until an Order to make repairs is fulfilled by the landlord. <p>Before submitting an application for Dispute Resolution seeking an order for the landlord to make repairs, the tenant must:</p> <ul style="list-style-type: none">• Serve a request to make repairs on the landlord and allow a reasonable time for the landlord to undertake the repairs; and• Ensure rent is not in arrears. <p>A tenant who serves a request for repairs on a landlord should keep a copy for their records for the tenant's record.</p> <p>Upon hearing an application of the tenant an order may be issued to have rent paid in trust to the Residential Tenancies office until repairs are completed.</p>



	<p>If an order for repairs is issued and the tenant moves out before repairs are completed the landlord is required to complete the repairs prior to re-renting the unit.</p> <p>Premises Uninhabitable: If a tenant believes the action (or inaction) of the landlord has resulted in the unit contravening health or safety standards, the tenant should be referred to the proper authority. (ie. Municipal building inspector or department of health). If the unit is declared uninhabitable by a regulatory authority, the tenant may give notice to the landlord that the rental agreement is terminated and the tenant is vacating the rental premises immediately.</p> <p>Material Breach: If a landlord commits a material breach of a rental agreement, the tenant may give the landlord written notice of the breach, allow the landlord a reasonable amount of time to comply with the material term or condition. If the landlord fails to remedy the breach within a reasonable time after the notice has been served, the tenant may give the landlord written notice to terminate the rental agreement not less than one month before the end of a rental period where the agreement is:</p> <ul style="list-style-type: none"> • monthly • for a fixed term • mobile home <p>If premises are rented from week, the notice required is not less than one week before the end of the rental period.</p>
Procedure Overview	N/A
Forms & Form Letters	<p>Tenant’s Request for Repairs Tenant’s Notice to Terminate Early - Cause</p>
X-Reference	See section 8 of this manual - Order for Repairs
Policy Developed	September, 2000
Policy Revised	<p>January, 2002 August, 2021</p>
Other Resources	