



Policy Number: 07-002
Subject: Failure to Complete Repairs
Chapter: Notice of Termination

Legislation	s. 10 (condition 1 and 2), 20, and 22
Definitions	Repair: to fix or replace
Purpose	The purpose of this policy is to outline options for a landlord and a tenant where repairs have not been carried out.
Policy	<p>Request for repairs to a landlord or a tenant should always be in writing.</p> <p>A landlord is responsible to maintain the premises in a good state of repair. The landlord must comply with laws concerning health, housing and safety (s. 10.(1) 1.).</p> <p>An Application for Dispute Resolution seeking an order for repairs will not be accepted from a tenant unless:</p> <ul style="list-style-type: none"> • a written request for repairs has been served on the landlord and the landlord has failed to make the repairs within a reasonable period of time; and • the tenant's rent is not in arrears. <p>A tenant may request an Order be issued for:</p> <ul style="list-style-type: none"> • repairs to be carried out; • compensation for loss of use of a portion of the unit if applicable (ie leaky roof causes loss of use of a room in the premises); • compensation for costs incurred due to the landlord's failure to make necessary repairs; or • pay rent in trust to the division until repairs are completed. <p>Where 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>A tenant is responsible to repair damages and to keep the premises clean (s. 10.(1) 2.) Where damages or uncleanliness are caused by the tenant or someone the tenant permits on the premises, the tenant is responsible.</p>



	<p>Where a tenant fails to keep the premises clean or repair damages, the landlord may give the tenant written notice to clean or repair the damage. If the tenant fails to comply within 3 days or a reasonable period, the landlord may give the tenant a termination notice of not less than five days.</p> <p>A tenant or landlord may terminate a tenancy under section 20 of the Act, where a material breach occurs. (Refer to legislation and see section 7-4 of this manual).</p>
Procedure Overview	<p>A landlord or tenant who serves a notice should always keep a copy as it may be required as evidence if a hearing is held.</p> <p>A landlord who intends to serve a written request for repairs should be aware that:</p> <ul style="list-style-type: none">• a copy of the request should be kept for the landlord's record; and may be required in the case of a hearing;• a request for repairs should be served personally on the tenant or adult person residing at the tenant's premises; by courier or by a form of mail that provides evidence of receipt of the mail and proof of service may be required in the case of a hearing. <p>A tenant who intends to serve a written request for repairs should be aware that:</p> <ul style="list-style-type: none">• a copy of the request should be kept for the tenant's record; and may be required in the case of a hearing• a request for repairs should be served personally on the landlord or adult person residing at the landlord's premises; by courier or by a form of mail that provides evidence of receipt of the mail and proof of service may be required in the case of a hearing. <p>For procedure on service see also Service of Termination Notice - section 5-2 of this manual.</p>
Forms & Form Letters	
X-Reference	<p>See Service of Termination Notice - section 5-2 of this manual. See Tenant requests repairs - section 4-2 of this manual. See Landlord requests repairs - section 4-1 of this manual.</p>



	See Material Breach - section 7-4 of this manual.
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Other Resources	