



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

Dispute Codes      ERP, RP, RR

### Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* for Orders as follows:

- An Order to make emergency repairs for health or safety reasons - Section 33;
- An Order to make repairs to the unit, site or property - Section 33;
- An Order to allow a tenant to reduce rent for repairs, services or facilities agreed upon but not provided - Section 65

Both Parties agreed that all documents were served and sufficiently received and reviewed in advance of the Hearing. The Tenant and the Landlords were given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Whether emergency repairs are required for health or safety reasons;  
Whether repairs are needed to the suite, unit or property;  
Whether the Tenant is entitled to reduced rent for repairs agreed upon but not provided.

### Background and Evidence

The Tenant pays \$300.00 per month for a suite within a multi-unit building. For several years, the Tenant has complained to the Landlords about the noise coming from pipes inside the wall beside her bed area that occur at various times in the early mornings and late evenings. The Tenant states that as a result of this noise, and despite wearing earplugs, she loses sleep, becomes irritable and her health is negatively affected.

The Landlords state that the Tenant's suite is in an old building that has thin walls. They further states that they have attempted to resolve the noise of the pipes by calling in a plumbing company to investigate. That company did attend in March 2009 and advised the Landlords that the noise arises from the hot and cold water pipes contracting. In attempting to remediate the problem, the wall was opened and insulation was added around the pipes and studs. The company work order sheet notes that this action resulted in the noise being "not as bad as previous". The Landlord further states

that the company advised that the only other remedial measure would be to re-pipe the entire building. The Landlord states that this is not an option due to their restricted budget.

### Analysis

Section 31 of the Act provides as follows:

**33** (1) In this section, "**emergency repairs**" means 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.

After careful consideration of the evidence of the Tenant and the Landlord, I find that while the pipe noise can be found to be bothersome at the times when the Tenant sleeps, I cannot find that the repairs to the pipes are an emergency in nature. I also find that the Landlord, in bringing in a plumber to make remedial repairs, has improved the noise as much as can be expected or as is reasonable given the circumstances. The Tenant's application is therefore dismissed.

### Conclusion

The Tenants 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: March 14, 2011.

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Residential Tenancy Branch