



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP, MNR

Introduction

The hearing was originally scheduled to deal with multiple issues identified by the tenant on her application, including requests for emergency repairs and recovery of emergency repair costs. Both parties appeared at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

For disputes to be combined on an application they must be sufficiently related. I find that not all of the issues identified on this application are sufficiently related to the issue of utmost priority which are emergency repairs. Therefore, I will deal with the tenant's request for Orders for emergency orders and recovery of emergency repair costs. I dismiss the balance of the tenant's claim with liberty to re-apply.

Issue(s) to be Decided

1. Is it necessary to issue Orders related to emergency repairs?
2. Has the tenant established that she paid for emergency repairs?

Background and Evidence

The tenancy commenced in 1995 and the tenant is currently paying \$513.00 in rent.

Below I have summarized the four emergency repairs identified by the tenant and the landlord's responses.

1. *Insufficient heat source*

On November 3, 2011 the gas heater was disconnected. Since then the tenant has been using a portable electric heater to heat her unit. The tenant acquired the portable electric heater quite some time ago from her mother. Using the electric heater causes her electric breakers to trip several times per day. The tenant has complained of this issue to the landlord and requested he take action but the problem remains.

The landlord became aware of the non-operational gas heater after he returned from China in late November 2011. Since then the landlord has dealt with two gas companies in an attempt to resolve the issue.

During the hearing the landlord agreed to have an electrician and/or a gas fitter attend the unit for purposes of inspecting and installing a heat source that meets the requirements of the Act.

2. *Insufficient electrical supply*

Prior to using a portable electric heater the electrical breakers would trip 1 - 2 times per week.

The landlord is aware that the electrical panel is old and may be insufficient. The landlord shall have an electrician inspect and make necessary repairs to the electrical system.

3. *Door / doorknob*

The door is tight within the door frame and the door handle has become loose. The tenant had not previously reported this problem to the landlord.

The landlord was agreeable to having the landlord's handyman or door contractor inspect the door and make necessary repairs.

4. *Hot water tank*

The hot water tank is approximately 14 years old and it is making sounds and smells that indicate it is nearing the end of its life. The gas company had recommended that the hot water tank be replaced. The tank continues to supply the tenant with hot water.

The landlord received some communication about the hot water tank although the communication was unclear. The landlord agreed to have a gas fitter inspect the hot water tank and provide the landlord with recommendations about its continued use, repair, or replacement.

The tenant confirmed that she has not made any emergency repairs at her own expense as she does not have the money to do so.

During the hearing I also heard that the tenant has changed the locks since her tenancy began and she has not provided the landlord with a copy of the key for the

replacement lock. The tenant agreed to supply the landlord with a copy of the key immediately after the teleconference call ended.

The tenant also requested that she be provided with written 24 hour notice of entry by the landlord for purposes of the inspections and repairs required in the unit as the tenant has experienced difficulty getting repairs accomplished in the past.

Analysis

Upon consideration of the evidence before me, I provide the following findings and reasons with respect to the tenant's requests for emergency repairs and recovery of emergency repair costs.

The Act provides that a tenant may recover costs a tenant has paid in order to make emergency repairs, provided all of the requirements of section 33 of the Act are met. However, based upon the tenant's testimony, I find the tenant has not expended her own money to make emergency repairs and I make no award for recovery of such.

Based upon the testimony of both parties, I am satisfied that the landlord needs to attend to repairs at the property in order to comply with section 32 of the Act. Section 32 of the Act provides, in part:

- (1) A landlord must provide and maintain residential property in a state of decoration and repair that
 - (a) complies with the health, safety and housing standards required by law, and
 - (b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

I am also satisfied that repairs to the heating, electrical and entry door are urgent and necessary for health and safety and preservation of property. I am also satisfied that the landlord needs to have the hot water tank inspected. Accordingly, **I make the following orders upon the parties:**

1. The tenant must supply the landlord with a copy of the key to her rental unit immediately;

2. The landlord must give the tenant written 24 hour notice, as provided under section 29(1)(b) of the Act, for purposes of entering the unit to make repair or inspect items the tenant has requested be repaired;
3. The landlord shall have the electrical system, heating system and hot water tank inspected by the appropriate certified professional (ie: electrician, plumber, gas fitter) within one week of the date of this decision;
4. Upon inspection by the certified professional as provided above, the landlord must immediately take action to facilitate the necessary repairs recommended by the certified professional;
5. The landlord shall have the entry door and door knob repaired within one week of the date of this decision; and,
6. The landlord ensure compliance with section 33(2) of the Act which provides that the landlord must: post and maintain in a conspicuous place on residential property, or give to a tenant in writing, the name and telephone number of a person the tenant is to contact for emergency repairs.

Should the landlord fail to comply with the above orders the tenant is at liberty to make another application to seek further remedy, including monetary compensation.

Failure of the tenant to provide the landlord with a copy of her key is a violation of the Act and an Order of the Director which is grounds for ending a tenancy.

Conclusion

This hearing dealt with emergency repairs and the remainder of the issues raised by the tenant were dismissed with leave to reapply. Both parties have been given Orders by way of this decision.

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: February 07, 2012.

Residential Tenancy Branch