



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, ERP, O

Introduction

This is an application filed by the Tenant to cancel a 1 month notice to end tenancy issued for cause and an order for the Landlord to make emergency repairs for health or safety reasons.

Both parties attended the hearing by conference call and gave testimony. The Landlord has confirmed receipt of the Tenant's notice of hearing package and the submitted documentary evidence. The Landlord states that no documentary evidence has been submitted. As such, I find that both parties have been properly served as per the Residential Tenancy Act.

It was clarified with both parties during the hearing that the Landlord has cancelled the notice to end tenancy issue for cause dated December 17, 2013 and as such the Tenant has been successful in this portion of the application. No further action is required for the issue of possession.

During the hearing, the Landlord's connection was disconnected at 1130 am. The hearing was suspended until 11:33 am when the Landlord was able to re-connect and the hearing resumed.

Issue(s) to be Decided

Is the Tenant entitled to an order for emergency repairs?

Background and Evidence

Both parties agreed that the Landlord served the Tenant with a 1 month notice to end tenancy issued for cause dated December 17, 2013 on the same date with an effective end of tenancy date of December 17, 2013.

The Tenant states that he wishes for a leak in the roof to be fixed. The Tenant clarified that there is a leak in the transition piece between the exterior of the house outside on the patio causing a leak inside the house. The Landlord does not dispute this stating that he has never been notified of this issue, but is willing to inspect and repair if necessary. The Tenant disputes this stating that he did notify the Landlord in early December 2013.

The Tenant also seeks to switch the Hydro from his name to that of the Landlord. Both parties agreed that there is currently a verbal agreement to share 50/50 the utilities and that the utilities would be in this Tenant's name. The Tenant states that the Landlord should be paying a higher percentage at 75/25 because the Landlord is currently occupying two other units and a warehouse. The Landlord disputes this stating that he is not occupying the other two units. The Landlord states that he does attend and use power in the warehouse space maybe 3 times a month and that a 50/50 split of the utilities is more than fair.

Analysis

I accept the evidence provided by both parties and find that the Tenant has established grounds for repairs to the rental property and that this based upon the evidence of the Tenant does not constitute an emergency. The Landlord stated that he is agreeable to immediately attend and inspect the rental unit and if necessary, fix any leaks. As such, the Landlord is ordered to attend the rental property, inspect and repair any leaks if necessary.

The Tenant's claim to change the hydro into the Landlord's name has not been established. I find that as the Tenant is the sole occupant that the hydro may remain on the account based upon the current verbal agreement of a 50/50 split. If these circumstances change, the hydro must be changed to the Landlord's name. As for the change in the 50/50 split to a 75/25 split, I find that the Tenant has failed to provide sufficient evidence that as the sole occupant that he is paying more than his fair share as agreed upon. This portion of the application is dismissed.

Conclusion

The Landlord is ordered to inspect and if necessary make any repairs to the roof for leaks.

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: January 28, 2014

Residential Tenancy Branch

