



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding COMMUNITY BUILDERS BENEVOLENCE GROUP  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes: OLC LRE OPT RR PSF

### **Introduction**

This hearing dealt with an application by the tenant pursuant to the Residential Tenancy Act (the Act) for orders as follows:

- a) That the landlord do emergency and necessary repairs to the plumbing pursuant to sections 32, 33 and not restrict the services or facilities contrary to section 27;
- b) That the landlords obey the provisions of the Act.

Service:

The tenant /applicant gave evidence that they personally served the Application for Dispute Resolution and the landlord agreed they received it. I find the documents were legally served for the purposes of this hearing.

### **Issue(s) to be Decided:**

Has the tenant proved on the balance of probabilities that the landlord is not doing the emergency and other repairs to the plumbing contrary to sections 27, 32, 33 and is not obeying the Act?

### **Background and Evidence**

Both parties attended the hearing and were given opportunity to be heard, to provide evidence and to make submissions. The undisputed evidence is that the tenancy commenced in August 2012, rent is \$425 a month and a security deposit of \$200 was paid. The parties agreed that this is an older single room occupancy hotel and maintenance has been a problem. The City was involved earlier in the year and ordered some repairs but according to the tenant, the plumbing issues have not been addressed. He lives on the 3<sup>rd</sup> floor and says that the 3<sup>rd</sup> floor shower room is being shared by about 47 tenants as the showers on the 4<sup>th</sup> and 5<sup>th</sup> floor are not working. The landlord notes on their evidence that the 5<sup>th</sup> floor shower room is under renovation. The maintenance man who previously worked in the building said that the 5<sup>th</sup> floor drain has been blocked since October last year with something like a hairbrush; he believes the

answer is to put in some new sections of pipe but he is not a licensed plumber (as the landlord pointed out).

The tenant said he had about 7 other tenants as witnesses to the situation. He requests an Order that the landlords obtain a report from a licensed plumber and do necessary repairs in accordance with the inspection. The landlord agreed and said it was reasonable that the plumbing should be inspected and repaired for the health and hygiene of the tenants. As both parties agreed, I found it was unnecessary to hear from the other 7 tenants.

The tenant said other units had obtained repair orders that had not been completed. I declined to hear that evidence and pointed out that each tenant should deal with their own matters.

Included with the evidence is a submission from the Management group showing that they comply with the City Bylaws regarding bathing facilities and toilets. The tenant pointed out that the showers on the 4<sup>th</sup> floor and 5<sup>th</sup> floor are not working and many of the tubs are not draining properly, possibly due to debris in their drains from collapsing ceilings. Apparently the ceilings had collapsed because of a leak on the 6<sup>th</sup> floor. The tenant submitted evidence of a plumber's report dated April 24, 2015 showing the 5<sup>th</sup> floor shower drain could not be cleared due to possibly a foreign object being lodged in it.

On the basis of the documentary and solemnly sworn evidence presented for the hearing, a decision has been reached.

**Analysis:**

Section 32 of the Act sets out the obligation of landlords to repair and maintain residential property in a state of decoration and repair that complies with health, safety and housing standards required by law; and, having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant. Although the landlord provided evidence that they were in compliance with a City Bylaw in respect to the number of toilet and bathing facilities, I find they are not in compliance with section 32 of the Act as many of the bathing facilities are in working order so that over 40 tenants need to use one shower on the 3<sup>rd</sup> floor which is the tenant's floor.

While the landlord said the tenant has personal issues against the management company which prompts these Applications, I find that he, as a tenant, is entitled to working bathing facilities that are shared with a reasonable number of persons.

As agreed by the parties, I find the tenant entitled to a repair order. As the weight of the evidence indicates a tardiness of the landlord in addressing repairs, I find that timelines for compliance are necessary and will be imposed

**Conclusion:**

The tenant did not request a rent rebate or filing fee so none is awarded.

**I HEREBY ORDER that the landlord and the management company within two weeks from July 31, 2015 obtain a licensed plumber to inspect and report on repairs needed to all bathing facilities on the 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> floor of the subject building.**

**I HEREBY ORDER that the landlord and management company have the necessary repairs done to get all the showers working properly on the 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> floor of the subject building by SEPTEMBER 30, 2015.**

**Should the repairs on the showers not be completed by September 30, 2015, I give the tenant leave to reapply for other remedies that may be available to him such as monetary orders for rent rebates.**

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: July 29, 2015

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Residential Tenancy Branch

