



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP, MNDC, O, OLC, RR, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenants filed under the Residential Tenancy Act, (the “Act”), to make repairs for health and safety reasons, to allow a tenant to reduce rent for repairs, to have the landlord comply with the Act, and for a monetary order for money owed or compensation for damage or loss under the Act.

Both parties appeared, gave testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure authorizes me to dismiss unrelated disputes contained in a single application. In these circumstances the tenant indicated several matters of dispute on the Application for Dispute Resolution, the most urgent of which is the application to set aside the Notice to End Tenancy. I find that not all the claims on this Application for Dispute Resolution are sufficiently related to be determined during these proceedings. I will, therefore, only consider the tenants’ request to for emergency repairs. The balance of the tenants’ application are dismissed, with leave to re-apply.

Issue to be Decided

Should the landlord be ordered to make emergency repairs?

Background and Evidence

The tenancy began on April 1, 2014. Rent in the amount of \$1,250.00 was payable on the first of each month. A security deposit of \$625.00 was paid by the tenants.

The tenants testified that the landlord has just turned the electricity and heat back on in the rental unit. The tenants stated that there has never been a problem with the heat or

electricity prior to the landlord serving them with a notice to end tenancy. The tenants stated that they believe the landlords are shutting off the power and heat. The tenants stated that they have sent text messages to the landlord that have gone unanswered.

The landlord testified that they have never shut off the tenants' electricity. The landlords stated that the tenants have extra appliances which are tripping the main circuit breaker. The landlord stated that the main breaker is in the garage and they have turned the breaker on each time the tenants have asked.

The landlords testified that the heat has never been off, as there is only one furnace that heats the entire house, which is supplied by gas. The landlords stated that they live in the upper portion of the property and it would make no sense for them to turn the heating system off as they have children.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In this matter, both parties have provided a different version of events, and both versions are probable. However, as the electricity is currently working and the heat is on, I find there is no emergency repaired for me to order. Therefore, I dismiss the tenants' application.

However, the evidence of the tenants was that they send requests by text message to the landlord when the electricity is not working and they go unanswered. The Act does not recognize text messages as a form of service as there is no way to determine if the message has been received, without a response from the recipient.

At the hearing the parties confirmed the landlord's phone number. Should the tenants continue to use text messaging as a way to communicate to the landlord and the landlord does not respond to the text message, the tenants are to use another form of communication such as directly contacting the landlord by telephone, or in person as the landlord lives in the upper portion of the property.

The landlord is cautioned that they must continue to provide services that are essential to the tenants use of the rental unit as living accommodation. Should it be proven at any future hearing that the landlord has deliberately shut off the electricity or heat, the tenants maybe entitled to compensation.

Conclusions

The tenants' application for emergency repairs is dismissed.

The landlord is cautioned that they must continue to provide services that are essential to the tenants' use of the rental unit.

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 18, 2016

Residential Tenancy Branch