



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, ERP

Introduction

This was a hearing with respect to the tenant's application for an order that the landlord comply with the Act, Regulation or tenancy agreement and for an order directing the landlord to perform emergency repairs. The hearing was conducted by conference call. The tenant and the landlord called in and participated in the hearing. The landlord was represented at the hearing by legal counsel. The tenant's complaint is that the landlord is not providing services or facilities, namely: utilities, including electricity, natural gas and water. Decisions relevant to this application have been issued in prior dispute resolution proceedings noted on the cover page of this decision, in particular a decision dated March 5, 2015 and a decision dated December 8, 2015.

Issue(s) to be Decided

Should the landlord be directed to comply with the Act, Regulation, tenancy agreement or past decisions issued by the Residential Tenancy Branch?

Should the landlord be ordered to perform emergency repairs?

Background and Evidence

The rental property is a house in Kamloops. There are three suites in the rental property, one upstairs and two downstairs. The tenant's rental unit is one of the lower suites. In past dispute resolution proceedings it was determined that the tenant was responsible for paying utility costs, but before the tenant would be required to pay for utilities, the landlord was ordered to obtain reports from an authorized electrician and from an authorized gasfitter to determine if the metered electrical panel and the metered

gas supply are recording the utilities provided solely to the rental unit and do not include utilities supplied to any other unit in the rental property.

According to the tenant the landlord has never provided the necessary confirmations, however, as of October, 2016 she has caused or allowed the gas and electrical services to the rental property to be turned off. The tenant testified that there is no heat or light in the rental unit or the rental property. It is very cold and the pipes in the house have frozen so there is now no heat light or water. The tenant said that he has paid rent to the landlord for November and December in the amount of \$802.00 for each month. The tenant receives a disability income and his rent is paid directly to the landlord by the Ministry of Social Services. The tenant is currently staying in a hotel, but only for another day.

The tenant has requested orders requiring the landlord to supply gas and electricity to the rental unit. He referred to the previous decisions that required the landlord to provide and pay for utilities until such time as she has obtained and submitted the required reports about utility connections and metering.

The tenant said that the rental property is now entirely vacant except for the unit that he occupies. The tenant said that he has a significant amount of furniture and belongings in the rental unit and he is not in a position to move.

The landlord, through her counsel said at the hearing that the house is not in good condition and she lacks funds to perform work on the property. She said that she is willing to have the electrical and gas services restored, but before that can be done the house must be inspected by a plumber to determine if the pipes have frozen and whether or not there are burst pipes that may need to be repaired before electrical and gas service can be restored.

The landlord said that she does not have funds to repair the plumbing if the pipes have burst. The tenant said that he does not have funds to move and there is little available housing that he can afford in the local area.

Analysis

The tenant has requested orders that the landlord comply with the Act, Regulation or tenancy agreement and that she perform emergency repairs. He did not seek any other remedies in his application, although, at the hearing the parties evinced a willingness to discuss a rent refund to be provided to the tenant.

This is an ongoing tenancy and the landlord has an obligation to provide essential services. At present the tenant does not have electricity, gas or water and the rental unit is uninhabitable.

I direct that the landlord forthwith retain a licensed plumber and instruct him to make an immediate inspection of the rental property to determine whether there is damage to the plumbing systems. The tenant must allow the landlord's plumber to have access to the rental unit and the rental property to make the required inspection. As discussed at the hearing the tenant will contact the landlord's lawyer at the phone number provided to confirm arrangements for a plumbing inspection; the tenant may not insist on being present for the inspection if it will delay or prevent the inspection. If the plumbing systems are found to be undamaged I direct that the landlord forthwith have the electrical, gas and water services restored to the rental unit.

Conclusion

If the plumbing system or pipes are damaged, the landlord must immediately have them repaired and returned to service and then have the electric and gas services restored. The landlord's financial circumstances are not an excuse for failure to make emergency repairs and to provide essential services.

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 3, 2016

Residential Tenancy Branch