



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

ERP

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to recover the cost of emergency repairs.

Both parties appeared, gave affirmed 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.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions.

Preliminary and procedural matter

At the outset of the hearing legal counsel for the landlord; clarified that the only issue that should be heard at the hearing was the tenant's original application.

Counsel submits the tenant's amendment application should not be considered at today hearing as it was unrelated the original claim.

On November 27, 2017, the tenant amended their application; however, they included unrelated issues and did not give the landlord a fair opportunity to respond. Therefore, I will not consider the tenant's amended application. The tenant is granted leave to reapply; however, this does not extend any statutory time limits determined in the Act.

Issue to be Decided

Is the tenant entitled to recover the cost of emergency repairs?

Background and Evidence

The tenant testified that they own a 5th wheel trailer and in January 2017, the waterline froze. The tenant stated they contact the landlord and notified them of the problem; however; they were informed they were too busy to deal with the issue.

The tenant testified that the outside line was not insulated at the time and it was frozen to the depth of 18 inches. The tenant stated it is the landlord's responsibility to ensure the waterline is properly protected.

The tenant stated that they telephone the landlord a second time, approximately 10 minutes later and the landlord told them to speak to a neighbour and see how they unfreeze the line. The tenant stated that the landlord also suggested using a blow dryer.

The tenant testified that it took them approximately 3 hours to unfreeze the waterline and had to purchase some coupling. The tenant stated that they also did not have water for two days. The tenant stated that they their 5th wheel trailer has a holding tank or water; however, they were unable to use the water because the water pump was broken. Filed in evidence is a photograph of the repair

The landlord testified that they provided sewer, cable, and water to the pad site. The landlord stated that the waterline is under ground and runs through a concrete blocking. The landlord stated that the tenant is responsible to protecting their waterline that is attached to the faucet.

Analysis

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

33 (1) In this section, "**emergency repairs**" means repairs that are

- (a) urgent,
- (b) necessary for the health or safety of anyone or for the preservation or use of residential property, and
- (c) made for the purpose of repairing
 - (i) major leaks in pipes or the roof,
 - (ii) damaged or blocked water or sewer pipes or plumbing fixtures,
 - (iii) the primary heating system,
 - (iv) damaged or defective locks that give access to a rental unit,
 - (v) the electrical systems, or
 - (vi) in prescribed circumstances, a rental unit or residential property.

Due to unusual cold weather the tenant's waterline froze. However, I am not satisfied that that this constitutes an emergency repair as there was no health or safety risk to either the tenant's 5th wheel or the landlord's property as the pipe or hose simply needed to melt.

Further, the photograph supports it was the tenant's waterline that froze, as it was the portion of the hose that extended from the tap. I find it was not maintained by the tenant and froze due to not winterize the line, such a wrapping the hose with proper insulation.

Furthermore, the tenant's 5th wheel contains a water storage tank that is filled with the water; however, it was the tenant neglect that they had no water, as they have failed to maintain their 5th wheel by not replacing the broken water pump. Had the water pump been working the tenant would have had water for the short period of time the line was frozen.

Based on the above, I dismiss the tenant's application without leave to reapply.

Conclusion

The tenant's application is dismissed without leave to reapply.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Manufactured Home Park Tenancy Act*.

Dated: December 20, 2017

Residential Tenancy Branch