



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP

Introduction

The tenant filed an application for dispute resolution on August 27, 2018 under the *Residential Tenancy Act* (the “Act”) seeking an order for emergency repairs, pursuant to sections 32 and 62 (3) of the Act. This is my decision in respect of the tenant’s application.

The landlord, her agent, and the tenant attended the hearing before me, were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The parties did not raise any issues in respect of service.

While I have reviewed all oral and documentary evidence submitted, only relevant evidence pertaining to the issue of this application is considered in my decision.

Preliminary Issue: Late Submission of Evidence by the Landlord

Rule 3.14 of the Rules of Procedure, under the Act, requires that documentary evidence to be submitted at least 14 days before the hearing. The landlord submitted a copy of a statement from an electrician, seven days before the hearing, and the landlord’s agent was unable to explain why it was submitted after the 14-day limitation. As such, I am not accepting this document.

Issue

Is the tenant entitled to an order for emergency repairs?

Background and Evidence

The tenant testified that several electrical outlets in the rental unit do not work, and that the wires must be burned out as they emit a burnt smell. The tenant is particularly concerned about the electrical outlets in her daughter's bedroom. In addition, the tenant testified that the electrical heater does not work and that she would like access to the heating system.

She further testified that she contacted the landlord, by way of a written letter (which was submitted into evidence, and dated June 13, 2018), seeking repairs to the electrical outlets.

The landlord and her agent testified that, while the rental unit is fairly new and that they have not encountered any electrical issues before, they acknowledge there must be something wrong with them. And, that they are prepared to have it repaired. An electrician visited the rental unit, with the landlord, on June 26, 2018. However, the landlord testified that the tenant was "rude and uncooperative" and refused to let them (or the electrician) enter the rental unit.

In rebuttal, the tenant testified that the electrician showed up unannounced, without any notice, and that she had recently had surgery, was recovering, and likely grumpy.

Analysis

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim. In this case, however, the parties did not dispute that there is a problem with the electrical outlets and that they need repair. Nor did the landlord dispute that the repairs requested are "emergency repairs." Rather, the issue appears to be around proper notice.

Section 33 (1) of the Act defines "emergency repairs" as 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 repairing, among other things, electrical systems.

Based on the oral and documentary evidence of the parties, and the undisputed testimony of the parties, I find that the current state of the electrical outlets is such that emergency repairs are required. Electrical outlets that smell like burning wire pose a clear and present danger to the health and safety of the tenant and her young daughter.

Taking into consideration all the evidence, and applying the law to the facts, I find on a balance of probabilities that the tenant has met the onus of proving her case that I make an order that the landlord make an emergency repair to the electrical outlets.

As such, I hereby order, pursuant to section 62 (3) of the Act that the landlord retain the services of a qualified and licensed electrician to inspect all electrical outlets in the rental unit and to repair any and all faulty electrical outlets, and that these repairs be undertaken within 14 days of the date of this decision being received by the landlord.

I further order that the landlord ensure that the heating system is operating and functional, and that this take effect within 14 days of the date of this decision being received by the landlord.

As noted during the hearing, the landlord is required to give the tenant written notice at least 24 hours before the electrician enters the rental unit, and I encourage the landlord to review section 29 of the Act, which sets the law in respect of entry into a rental unit.

Conclusion

I hereby order, pursuant to section 62 (3) of the Act that the landlord retain the services of a qualified and licensed electrician to inspect all electrical outlets in the rental unit and to repair any and all faulty electrical outlets, and that these repairs be undertaken within 14 days of the date of this decision being received by the landlord

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: September 20, 2018

Residential Tenancy Branch