



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SUNSTAR REALTY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ERP, FFT, MNDCT, OLC, PSF, RP

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act") for:

- Emergency repairs for health or safety reasons;
- Compensation for monetary loss or other money owed;
- An order for the Landlord to comply with the Act;
- An order to provide services or facilities required by the tenancy agreement or law;
- An order for regular repairs; and
- Recovery of the filing fee.

The Tenant and her partner, R.B., and an agent for the Landlord ("Agent") appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about the hearing process. During the hearing the Tenant and the Agent were given the opportunity to provide their evidence orally and respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this decision.

Preliminary and Procedural Matters

The Parties provided their email addresses at the outset of the hearing and confirmed their understanding that the decision would be emailed to both Parties.

Neither Party raised any concerns regarding the service of the Application or the

documentary evidence. Both Parties said they had received the Application and/or the documentary evidence from the other Party and had reviewed it sufficiently prior to the hearing.

Rule 2.3 authorizes me to dismiss unrelated disputes contained in a single application. In this case, the Tenant indicated several different matters of dispute on the Application, the most urgent of which is the application for emergency repairs. I found the other claims to be insufficiently related to emergency repairs to be determined during this proceeding. I advised the Parties that I would, therefore, only consider the Tenant's request for emergency repairs. As such, the Tenant's other claims in the Application are dismissed, with leave to re-apply.

Issue(s) to be Decided

- Is an order for emergency repairs to the unit, site or property for health and safety reasons required under the Act?

Background and Evidence

The Parties agreed that the tenancy started on September 1, 2010, with a monthly rent of \$1,895.00, due on the first of the month, and that the Tenant paid a security deposit of \$947.50, and no pet damage deposit.

In the Application, the Tenant said that on December 31, 2018, water flooded through the walls and the ceilings of the bedrooms and bathrooms and half of the living room. The Tenant said in the hearing that the Landlord was notified immediately. The Tenant said that from January through April 2019, a repair company has been conducting repairs on the Landlord's behalf. The Tenant said the repairs "have noticeably been lacking in quality, and 98 days after the damage occurred, they still have not adequately progressed." The Tenant said that the second washroom is not complete. She said the sink, vanity, toilet, flooring and shower are still not installed.

The Agent said the repairs are going through the building's strata insurance, because it was a strata issue with piping in the common area of the residential property. The Agent said that neither the property management company nor the Landlord can do anything about it. The Agent acknowledged that the repairs have gone on a long time; however, she said the property management company and the Landlord took care of the emergency situation as soon as it happened on December 31, 2018. The Agent said

she feels for the Tenant, but that the property management company and the Landlord “have no control over the contractors – we are not paying them to do it.” She added that she did not think this is an emergency situation anymore.

The Tenant said that the emergency situation went on until April 19, 2019. She said there was a leak that was not fixed properly, and there was water leaking from December 31, 2018 to April 10, 2019. She said: “They had messed up communicating and the plumber had to come back on April 9, 10, and 11. There were two leaks, so they had to keep coming back.”

Analysis

Section 33 of the Act sets out what “emergency repairs” means. It says that emergency repairs are “urgent, necessary for the health or safety of anyone or for the preservation or use of residential property.” The Act also states that emergency repairs are 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.

The Tenant said that other than the unfinished bathroom, she now has the use of the rest of the rental unit, which includes a second bathroom. The Tenant said the emergency was over when the second leak was fixed in mid-April 2019. I appreciate that the situation has been very inconvenient and frustrating for the Tenant, but I find it is no longer an emergency situation, according to the definition of “emergency repairs” in the Act. As a result, I dismiss the Tenant’s application for emergency repairs without leave to reapply.

Conclusion

The Tenant’s evidence is that there was an emergency in the rental unit on December 31, 2018, when “water flooded through the walls and the ceilings of the rental unit.” The Tenant contacted the Landlord and the property management company about this and

the matter was addressed by the Strata Corporation. The repair work has not been completed, but the “emergency” element of the repairs is over. As a result, I dismiss the Tenant’s Application for emergency repairs without leave to reapply.

The Tenant’s other claims in this Application were severed from the proceeding and dismissed with leave to reapply.

This decision is final and binding on the Parties, unless otherwise provided under the Act, and 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: May 13, 2019

Residential Tenancy Branch