



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ERP, OLC, PSF

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an order to the landlord to make emergency repairs to the rental unit pursuant to section 33;
- an order to the landlord to provide services or facilities required by law pursuant to section 65; and
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The parties confirmed that they have exchanged their documentary evidence.

### Issue(s) to be Decided

Should the landlord be compelled to make emergency repairs to the unit or suite?  
Should the landlord be compelled to provide services or facilities as agreed upon in their tenancy agreement or as required by the *Act*?  
Should the tenant be given an order to compel the landlord to comply with the *Act*, regulation, or tenancy agreement?

### Background and Evidence

The tenant gave the following testimony. The tenancy began on November 1, 2015 and that the current monthly rent is \$1025.00. The tenant testified that the unit is in need of an electrical upgrade and repairs. The tenant testified that the circuits are continually overloading. The tenant testified that the landlord has refused to make the necessary

repairs. The tenant testified that she seeks an electrical inspection and any necessary repairs as a result of that inspection. The tenant testified that her bedroom has had mold in it for over a year. The tenant testified that she has been unable to sleep in her bedroom because her health has been compromised due to the mold. The tenant testified that she seeks an air quality test to see if in fact there is mold. The tenant testified that the landlord allowed her friends to cut through her apartment by accessing a shared unsecured door. The tenant testified that she got tired of asking the landlord to secure the door so she bought her own lock and the door is now secured. The tenant testified that the landlords' friends still access the front exterior portion of her basement suite and she wishes for that to stop. The tenant testified that the back gate and fence have been in disrepair for an extended period and feels that is also in need of an emergency repair.

The landlord gave the following testimony. The landlord testified that the problem with the electrical system was a loose wire and that the repair was done months ago. The landlord testified that the tenant wanted the landlord to change over the entire electrical system to increased amperage. The landlord testified that she has owned the home for 20 years and hasn't had any issues with electrical service and doesn't see the need for increased amperage. The landlord testified that there is no mold in the bedroom. The landlord testified that there is no smell or no visible signs of it. The landlord testified that there is a lock on the common door so that is no longer an issue. The landlord testified that the exterior portion of the tenants unit is the common area of the yard. The landlord testified that the tenant does not have exclusive rights to that area. The landlord testified that the fence is not an emergency repair and that she is repairing the portions of it as needed and that it does not impact the tenants' tenancy in anyway.

### Analysis

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant facts and issues in this decision. While I have turned my mind to all the documentary evidence and the testimony of the parties, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the tenant's claim and my findings around each are set out below. The relationship between the parties is an acrimonious one. It was evident that there are significant issues between the parties. Both parties referred to how they were friends at one time, but no longer.

Section 33 of the Act addresses the emergency repairs as follows:

## Emergency repairs

- 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.

Although the tenant feels that the electrical system is in need of emergency repairs, she has not provided sufficient evidence to support that claim. The landlord acknowledged a repair was required and was conducted. I make the same finding in regards to the tenants' claim of mold and that the fence and gate require emergency repairs. In the tenants own testimony she acknowledged that there has been no visible sign of mold even though she believes it to have been there for over a year. The fence and gate require some repair but do not fall under the nature of an emergency repair as I find that there is no health or safety risk at this time. Based on all of the above, I dismiss the tenants claim for the electrical inspection and upgrade, mold repairs and repairs to the gate and fence.

The tenant advised that the common door has a lock and is secured and is no longer an issue, accordingly; I dismiss that portion of her application.

The tenants claim that the exterior of her unit is for her sole exclusive use is also dismissed as she has not provided sufficient evidence or documentation to support that.

The tenant has not been successful in her application.

Conclusion

The tenants' application is dismissed in its entirety 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 *Residential Tenancy Act*.

Dated: June 20, 2019

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Residential Tenancy Branch