



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      ERP

### 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.

Both parties attended the hearing via conference call and provided testimony. The landlord, B.S.B. did not attend and was unrepresented. The tenant stated that both the landlords were served with the notice of hearing package via Canada Post Registered Mail on June 21, 2019. The landlord, B.S.J. confirmed that the package was received and that it was redirected by one of his brothers to him on June 26, 2019. The tenant stated that the landlords were personally served with the submitted documentary evidence on June 29, 2019. The landlord confirmed receipt of the package, but stated that he did not want to accept it. The landlord stated that the landlord's submitted documentary evidence (a photograph) was not served to the tenant. I accept the undisputed testimony of both parties and find that the landlord was sufficiently served with the notice of hearing package and the submitted documentary evidence as per section 90 of the Act. On the landlord's documentary evidence, I find that as the landlord did not attempt to serve the tenant, that the landlord's documentary evidence is excluded from consideration in this hearing.

### Issue(s) to be Decided

Is the tenant entitled to an emergency order for repairs?

## Background and Evidence

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 / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

Both parties provided direct testimony confirming that a tenancy agreement exists', neither party provided a copy of the agreement. Both parties agreed that utilities were included in the tenancy agreement. Both parties confirmed that hydro utilities were cancelled in August of 2016 and remains disconnected as of the date of this hearing.

The applicant seeks an order for the landlord to turn connect the hydro utilities.

The landlord provided an unfocused response. The landlord stated that hydro utilities were disconnected by the service provider and that a permit was required to reconnect. No evidence was provided by the landlord regarding this claim. Extensive discussions with the landlord were made in which it was determined that the landlord did in fact understand the circumstances and the issues of the hearing.

## Analysis

Section 33 of the Act describes "emergency repairs" as those repairs that are urgent, necessary for the health or safety of anyone or for the preservation or use of residential property, and made for the purposes of:

- repairing major leaks in pipes or the roof,
- damage or blocked water or sewer pipes or plumbing fixtures
- the primary heating system
- damaged or defective locks that give access to the rental unit
- the electrical systems
- in prescribed circumstances, a rental unit or residential property

If a tenant has attempted unsuccessfully to have the landlord complete emergency repairs, subsection 33(5) of the Act requires a landlord to reimburse a tenant for emergency repairs if, the tenant claims reimbursement from the landlord and provides the landlord a written account of the emergency repairs accompanied by receipts for the amounts claimed. If the landlord does not reimburse the tenant, then the tenant may deduct the amount from rent or otherwise recover the amount (Act, s. 33(7)).

In this case, I accept the undisputed testimony of both parties that hydro utilities were disconnected by the service provider in August 2016. Based upon the submissions of both parties, I find that utilities were part of the tenancy agreement and provided by the landlord. As such, I find that the hydro utilities are considered a material term of the tenancy and the tenant has been successful in his application. I order the landlord to re-connect the hydro utilities by July 31, 2019. If the landlord fails to comply with this order, the tenant is authorized to reduce rent by \$250.00 each month (beginning August 1, 2019) until the landlord complies with the order.

### Conclusion

The tenant's application is granted.

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: July 02, 2019

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Residential Tenancy Branch