



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

ERP FF

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. A hearing by telephone conference was held on October 1, 2019. The Tenant applied for an order that the Landlord make emergency repairs to the rental unit, pursuant to the *Residential Tenancy Act* (the *Act*).

Both parties attended the hearing and provided testimony. All parties were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. The Landlord confirmed receipt of the Tenant's application and evidence package. The Tenant also confirmed that she received the Landlord's evidence. Although the Tenant stated she did not have a lot of time to review the Landlord's evidence prior to this hearing, I note it was scheduled as an expedited hearing, which means the timelines for service are compressed, and altered from a traditional application. I have considered that the Tenant stated she did not have a lot of time to review the Landlord's evidence. However, she appeared to have understood the information the Landlord served to her, and was able to respond. I note the Tenant stated she got the Landlord's evidence package on September 29, 2019, which is 2 days prior to this hearing. Keeping in mind the rules for service under the expedited hearing process, I find the Landlord sufficiently served the Tenant with his evidence.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence submitted in accordance with the rules of procedure and evidence that is relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Is the Tenant entitled to an order requiring the Landlord to make emergency repairs for health or safety reasons?

Background and Evidence

Both parties provided a substantial amount of conflicting testimony during the hearing in relation to multiple different issues with the tenancy. However, in this review, I will only address the facts and evidence which underpin my findings and I will only summarize and speak to points which are essential in order to make my findings about the need for emergency repairs. Not all documentary evidence and testimony will be summarized and addressed in full, unless it is pertinent to my findings.

The Tenant laid out several issues on her application. However, in the hearing, she stated that all she wants is for the Landlord to turn the electricity for her dryer back on, and to restore running water to the house.

Both parties confirmed that there has been significant and escalating dysfunction, including police involvement, assault allegations, and pending civil litigation matters. The Landlord has indicated that the Tenant has gone to his place of work and told them that she was abused by him. The Landlord stated there is pending legal action being taken. The parties provided nearly opposite versions of events with respect to who is responsible for issues such as there not being any internet service, and why the dryer is not working.

The Tenant tried to summarize some of the dates and times for what occurred but she had a difficult time presenting timelines and events in a clear, understandable manner. The Tenant had some notes, but also specifically stated that her memory is “really bad”.

The Tenant stated that the Landlord turned her water off completely on September 10, 2019, and since that time she had been bringing in water jugs full of water to use in the rental unit. The Tenant also stated that at one point she spilled a container of water, but denies that this caused any damage. The Tenant also stated that she does not have any power to her dryer, and she wants the breaker turned back on. The Tenant alleges that the Landlord has purposefully shut off the water and the power to her dryer.

The Landlord stated that the police have warned him to keep his distance from the Tenant because of how volatile she is, and as a result, the Landlord admits that he has not gone up to check on things properly because of how dysfunctional the relationship has become.

The Landlord stated that the Tenant’s timelines are wrong. He stated that on September 13, 2019, he heard water running and there was a strange leaking noise, followed by water infiltrating the ceiling above him (he lives in the unit directly below the Tenant). The Landlord stated that he saw water coming through the ceiling, and so he went and turned the water off to the whole house, and it has remained this way since September 13, 2019. The Landlord is fearful for going up to check things, and refuses to turn the water back on until he knows its safe.

The Landlord also denies that he turned the breaker off to the dryer, and stated that the Tenant left it running for hours, so it switched off on its own. The Landlord also stated that he has not switched the breaker for this back on yet because he has been unable to inspect it to see if there are issues with it.

The Tenant confirmed that she is moving out soon, hopefully, but until that time she wants the water and power turned back on.

Analysis

In this review, I will not attempt to resolve all evidentiary conflicts, and will focus on evidence and testimony as it relates directly to my findings.

First, I turn to Section 33(1) of the Act, which defines "emergency repairs" as 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 purpose of repairing:

- Major leaks in pipes or the roof,
- Damaged or blocked water or sewer pipes or plumbing fixtures,
- The primary heating system,
- Damaged or defective locks that give access to a rental unit, or
- The electrical systems.

I note that the undisputed evidence is that the electricity for the dryer is off for the Tenant's unit and that the water is completely shut off for the whole house, and has been this way for a couple weeks. I note both parties are still living in the house, as such, it is imperative that steps be taken, forthwith, to restore some of these key facilities and utilities. As the water is currently shut off, and the water supply is not functional, I find this warrants immediate action and an order that the Landlord make emergency repairs. It is urgent and necessary for the health or safety of the Tenant.

I hereby order the Landlord to inspect and remedy the water supply issue, forthwith. I understand that the Landlord may wish to inspect the rental unit prior to turning the water back on, as he has seen signs that there may be water/flooding issues. Given the current relationship between the Landlord and the Tenant, I encourage both parties to arrange for a witness to be present on their behalf at the time the Landlord enters the unit to inspect the plumbing issue. I order the Landlord to arrange for an inspection of the unit, and, if required, have a plumber immediately address any issues such that the water can be restored **no later than 5 days after this decision is received**.

With respect to the Tenant's request that the Landlord perform an emergency repair on the dryer circuit, I find this does not qualify as an emergency repair under section 33 of the Act, as I find it is not "urgent" and necessary for the health or safety of anyone or for the preservation or

use of residential property. As such, I decline to make any orders for repairing this issue. However, I encourage the Landlord to inspect the dryer while he is in the suite working to restore the water supply. If there are no issues that prevent the breaker from being re-activated, then the Landlord is encouraged to remedy this issue. It is in the Landlord's interests to take reasonable steps to mitigate the issues in a timely manner and failing to do so could be problematic for both parties.

As these were the only two issues the Tenant spoke to in the hearing, these are the only "emergency repair" items I will address.

Further, section 72 of the *Act* gives me authority to order the repayment of a fee for an application for dispute resolution. Since the Tenant was partly successful in this hearing, I also order the Landlord to repay the \$100.00 fee the Tenant paid to make the application for dispute resolution. The Tenant may deduct \$100.00 from one future rent payment, in full satisfaction of the cost of the filing fee.

Conclusion

The Tenant's application for emergency repair of the water supply line, is granted, as laid out above.

No orders were made with respect to emergency repairs of the power to the dryer. However, both parties are encouraged to work together or finding a solution. Failure to take reasonable steps to remedy issues, and failure to mitigate any losses that are incurring could result in an exacerbation of financial liability at a future hearing.

The Tenant may deduct \$100.00 from one future rent payment, in full satisfaction of the cost of the filing fee.

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: October 01, 2019

Residential Tenancy Branch