



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution, made on October 23, 2019, (the "Application"). The Tenant has applied for an expedited hearing seeking an order for emergency repairs, pursuant to the *Residential Tenancy Act* (the "*Act*").

The Tenant, the Tenant's advocate J.A., and the Tenant's witness S.E. attended the hearing. The Landlord, and the Landlord's witnesses, V.S. and K.S., also attended the hearing at the appointed date and time. All in attendance provided an affirmation at the start of the hearing.

The Tenant testified that she served her Application and documentary evidence package to the Landlord by posting it to the Landlord's door on October 23, 2019 as well as by registered mail on October 24, 2019. The Landlord stated that he has not been home very much and that he only collected the Tenant's Application and documentary evidence package from the post office on November 9, 2019. Pursuant to section 71 of the *Act*, I find the above documents were sufficiently served for the purposes of the *Act*.

The parties were given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

1. Is the Tenant entitled to an order for the Landlord to make emergency repairs to the rental unit, pursuant to Section 62 of the *Act*?

Background and Evidence

The Tenant stated that the tenancy began approximately 10 years ago and that the rent is currently \$880.00 which is due to the Landlord on the first day of each month. The Tenant stated that she paid a security deposit in the amount of \$375.00 which the Landlord continues to hold. Neither party provided a copy of the tenancy agreement in support.

The Tenant stated that on October 22, 2019 she returned home to find that her rental unit had no hydro. The Tenant stated that she went out to check the hydro meter at which point she found sparks and smoke coming from the meter. The Tenant stated that she quickly phoned the Fire Department, as well as the Hydro company to ensure safety and to restore the hydro. The Tenant stated that she was notified that this would be the Landlord's responsibility to repair.

The Tenant stated that she posted a notice on the Landlord's door on October 22, 2019 advising the Landlord that the rental unit had no power and requested that the issue be fixed no later than November 23, 2019. The Tenant stated that she later recognized that this issue was more urgent and posted a revised notice on the Landlord's door on October 25, 2019 requesting that the hydro be restored no later than October 27, 2019.

The Tenant stated that she has resorted to using an extension cord which is plugged into a neighbouring rental property to provide the essential hydro needed. The Tenant stated that the Landlord has been disconnecting the extension cord to prevent the Tenant from acquiring any form of hydro. The Tenant's witness S.E. stated that she witnessed the Landlord disconnecting the extension cord on November 10, 2019.

The Landlord responded that he is aware that there is currently no hydro connected at the rental unit. The Landlord stated that he is unaware as to what caused the damage to the hydro meter, however, the Landlord stated that he has his rental unit listed for sale and feels as though he lost a potential buyer as a result of there being no hydro. The Landlord stated that he has contacted an electrician who advised that there is a process involved with repairing the hydro meter which includes obtaining a permit from the city, having the hydro company attend and conduct work, followed by an inspection. The

Landlord also stated that the electrician cautioned the Landlord regarding the use of extension cords in the rental unit as a safety concern.

The Landlord stated that the repairs to the hydro meter may take up to two weeks to repair and that the Tenant has not been flexible with permitting entry into the rental unit. During the hearing the Tenant stated that she would accept a phone call as sufficient form of notice in order to expediate the process to restore hydro to the rental unit. Lastly, the Landlord stated that due to previous hearing, the Tenant has not been required to pay rent for the past year. As such, the Landlord stated that he does not have the finances currently to repair the hydro issue at the rental unit.

The Landlord's witness K.S. expressed his thoughts during the hearing which were unrelated to the Application before the parties and proceeded to slander the Tenant for not having to pay rent for the past year. While K.S. was cautioned regarding the nature of his testimony, he continued to say, "you don't get anything for free in this world" and "money talks, B.S. walks". K.S. was directed to exit the hearing as a result of his behaviour. The Landlord was also cautioned regarding calling witnesses who do not have a particular purpose or have meaningful and relevant testimony to provide during the hearing.

Analysis

Based on the affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find:

According to Section 32 of the Act;

(1) A landlord must provide and maintain residential property in a state of decoration and repair that

(a) complies with the health, safety and housing standards required by law, and

(b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant...

(4) A tenant is not required to make repairs for reasonable wear and tear.

(5) A landlord's obligations under subsection (1) (a) apply whether or not a tenant knew of a breach by the landlord of that subsection at the time of entering into the tenancy agreement...

Section 33 of the *Act* states; "**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, ...*

In this case, I find that the parties agreed that the rental unit currently does not have hydro as a result of the hydro meter being damaged. I find this situation to constitute an emergency repair which requires immediate attention.

I find that the Tenant has established that the Landlord has not maintained the premises in accordance with section 32 of the *Act*, nor has the Landlord undertaken adequate repairs in a timely fashion.

In light of the above, and in accordance with Section 65 of the *Act*, I order the Landlord to retain the services of a licensed and qualified electrician to assess and where work is required to repair the rental unit to a state whereby hydro is fully restored.

I order the Landlord to hire a certified electrician to undertake the required inspections immediately and to perform the necessary repairs as soon as possible and the work be completed no later than November 23, 2019. Should the Landlord not comply with this order, the Tenant is at liberty to reapply for monetary compensation, under the *Act*.

The parties agreed that a telephone call is a sufficient form of notice of entry for the purpose of repairing the hydro meter if entry to the rental unit is required.

Conclusion

The Landlord has failed to provide and maintain residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law.

I order that the Landlord retain the services of a licensed electrician to inspect, assess and where work is required to repair the rental unit to a state whereby the hydro is fully restored to the rental unit as soon as possible but to be completed no later than November 23, 2019.

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: November 13, 2019

Residential Tenancy Branch