



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

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

## **DECISION**

Dispute Codes      ERP, FFT

### Introduction

On December 10, 2019, the Tenant applied for dispute resolution under the Residential Tenancy Act (“the Act”) seeking the following:

- for an order that the Landlord make emergency repairs to the rental unit.

The Director of the Residential Tenancy Branch has established the expedited hearing process in circumstances where there is an imminent danger to the health, safety, or security of a Landlord or Tenant.

The matter was scheduled for a teleconference hearing. The Tenant and the property owner (“the Landlord”) were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing.

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.

### Preliminary and Procedural Matters

The Tenant inquired about including a monetary claim for compensation.

An application for an expedited hearing cannot be combined with another claim such as a request for monetary compensation.

The Tenant's request was not granted; however, the Tenant has leave to reapply for dispute resolution for compensation if the parties cannot come to an agreement.

### Issue to be Decided

- Is the Tenant entitled to an order for the Landlord to make emergency repairs to the rental unit or property?

### Background and Evidence

The parties agreed that the tenancy began on October 15, 2018, on a month to month basis. Rent in the amount of \$750.00 is due to be paid to the Landlord by the first day of each month. The Tenant paid the Landlord a security deposit of \$ 375.00. Rent includes heat to the unit.

The Tenant testified that heat was not provided to her rental unit from November 22, 2019 to December 22, 2019. The Tenant testified that it took longer for the Landlord to restore heat than was anticipated. The Tenant testified that heat is now being provided to the unit.

The Landlord testified that that rental units can be heated using a hot water boiler that provides heat to the rental units and by using electric heaters.

The Landlord testified that there was a catastrophic failure of the boiler that affected the entire rental property. The Landlord testified that he took immediate action to repair the problem by purchasing a new boiler system. The Landlord testified that the repairs to the heating system were delayed due to difficulty finding a qualified repair person with the proper ticket to complete the repairs.

The Landlord acknowledged that the repairs to the boiler heating system were completed on December 22, 2019.

### Analysis

Section 33 of the Act provides that "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.

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

I find that the Landlord is responsible under the tenancy agreement to provide the Tenant with heat. I find that an emergency repair under section 33 of the Act includes the provision of heat by the primary heating system. I find that the primary heating system at the rental property was inoperable from November 22, 2019 to December 22, 2019.

I accept the evidence from the Landlord and Tenant that the heating system is repaired, and that heat is now being provided.

Since, I find that the primary heating system was repaired on December 22, 2019 and heat is being provided to the Tenant, I decline to issue an order that the Landlord repair the primary heating system.

The Tenants application for an order for the Landlord to make emergency repairs is dismissed.

### Conclusion

I find that the Landlord completed repairs on the primary heating system of the rental property on December 22, 2019.

The Tenant's application for an order for the Landlord to make emergency repairs is dismissed.

The Tenants inquiry to include a monetary claim at this hearing was denied. The Tenant has leave to reapply for dispute resolution for compensation for loss if the parties cannot reach an agreement.

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: January 03, 2020

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Residential Tenancy Branch