



# 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 repairs to the rental unit pursuant to section 33; and
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

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 acknowledged receipt of evidence submitted by the other. 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.

### Issue(s) to be Decided

Are the tenants entitled to an order compelling the landlord to conduct emergency repairs?

Are the tenants entitled to the recovery of the filing fee from the landlord for this application?

### Background and Evidence

The tenants gave the following testimony. IC testified that the one-year fixed term tenancy began on October 1, 2019 with the monthly rent of \$3500.00 payable on the first of each month. IC testified that a security deposit of \$1750.00 and pet deposit of \$1750.00 was paid to the landlord. IC testified that issues with the home began almost

immediately after moving in. IC testified that the two major issues that he seeks a decision on is the supply of potable water and the quality of that water.

IC testified that as this property is in a remote area, well water is used. As part of that system there is a U.V. filtration system to clean the water. IC testified that he noticed the U.V. bulb was burnt out and with the approval of the landlord changed that bulb. IC testified that despite that bulb replacement the entire system needs to be replaced since it is from 2007. LC testified that the well does not supply sufficient water and that too is not working properly.

LC testified that she does not want BT to conduct the plumbing work as he has been aggressive and difficult to deal with. LC testified that when BT came to the property to install the needed parts for the well and U.V. filtration system, she asked him to leave and wanted to get a ruling from the Branch before he did any work. IC testified that the water supply seems to have been taken care of as of today's date but is concerned that it may occur again. IC testified that a completely new system should be installed, and that the landlord should be ordered to do so.

The landlord gave the following testimony. SC testified that the tenants have barred her and her plumber from conducting the repairs. SC testified that the tenant caused the damage to the U.V. filtration system by not properly installing the bulb. The landlord testified that when the tenant advised her the filtration system wasn't working; BT inspected it and ordered the necessary parts the following day. The landlord testified that the part was back ordered, and it would take 90 days to arrive. The landlord testified that she has had two shipments of water delivered to the tenants for their use. The landlord testified that they have had potable water throughout and that the tenants have caused this matter to get to this point by denying access to make repairs. The landlord testified that the tenants claim has no merit and should be dismissed.

BT gave the following testimony. BT testified that he is a licenced plumber and has been so for over 11 years in this area. BT testified that he is also a marine engineer and has extensive experience with these types of systems. BT testified that the tenant did not install the bulb in properly causing the sleeve to leak and short out the system. BT testified that the part was back ordered and that it would take 90 days for it to arrive, which it did on January 2, 2020. BT testified that he wanted to conduct some testing as well inspect the well motors. BT testified that the tenants stopped him from conducting any work and was told by LC that he was harassing her. BT testified that he was on the property with his 12 year old son and wasn't harassing anyone. BT testified that he made three attempts to conduct the repairs but was refused by the tenants on all three

occasions. BT testified that he has all the parts needed to make the system work properly without installing an entire new one. BT testified that he is ready at anytime to put in the new parts and have the U.V. filtration and wells working as they should.

### Analysis

Both parties submitted extensive documentation for this hearing which was considered fully but is too voluminous to reproduce here. I refer to the relevant facts and my findings as follows.

IC acknowledged and confirmed that the supply of potable water has been addressed. The landlord testified that she will gladly provide more water if necessary and that it was never an issue for her to have shipments of water ordered. In addition, LC confirmed that she did not allow the plumber access to make the repairs even though he had parts that could rectify the issues. Further, LC confirmed that she sent a text to the landlord advising the plumber was not to come onto the property to do work until a ruling is made by the Branch in this hearing.

The tenants frequently stated that they needed emergency repairs, however; when advised that the plumber would like to inspect, investigate, test and make repairs, he was denied. The tenants actions do not align with their statements in this hearing. Further, in LC's testimony she confirmed that she denied the landlord and her plumber access to make those repairs for personal reasons, for which she has not provided sufficient evidence to support.

Based on the documentation, testimonies of the parties, and on a balance of probabilities, I find that any repairs that could have been done were hindered by the tenants causing an unnecessary delay. The tenants have not provided sufficient evidence to support any portion of their claim, accordingly; I dismiss their application in its entirety.

### Conclusion

The tenant's 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: January 08, 2020