



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      ERP

### Introduction

This expedited hearing dealt with the tenants' application pursuant to section 33 of the *Residential Tenancy Act* (the "Act") for an order for emergency repairs.

Both parties attended the hearing and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The landlord was assisted by a family member.

As both parties were present service was confirmed. The landlord confirmed receipt of the tenant's materials and stated they had not served any evidence. Based on the testimonies I find that the landlord was served with the tenant's materials in accordance with sections 88 and 89 of the Act.

### Issue(s) to be Decided

Should an order be made that the landlord perform emergency repairs?

### Background and Evidence

The tenants testified that in January 2020, for approximately 4 days the water to their rental suite was not running. The tenants testified that they informed the landlord of the issue but a solution was not provided for several days. The tenants said that the water is now running but the quality of water seems odd with discoloration and a strange taste. The tenants provided no documentary evidence in support of their submissions, called no independent witnesses and provided little information as to the veracity of their complaints.

The landlord testified that a plumber was called when they were informed of the plumbing issue and were informed that the pipes had frozen. The landlord was informed that the pipes had thawed within 24 hours and that there was no further issue. The landlord testified that this hearing was the first time they were told the tenants have complaints about the quality of the water.

The landlord authorized the tenants to arrange for a plumber to investigate the issue and stated they would cover the reasonable cost of a plumber.

### 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

The parties gave evidence that the issue with a blocked water system has been resolved. The tenants now complain about the quality of the water.

I find that the tenants have provided little evidence in support of their application. I find that the tenants’ evidence consists of subjective complaints without documentary evidence in support or corroborated by independent witnesses. In any event the nature of the complaints, that water appears an odd color and tastes funny, falls far short of evidence of damage to the plumbing system that requires intervention.

I find that the tenants have not demonstrated on a balance of probabilities that there is an issue that meets the definition of emergency repairs as set out above and consequently dismiss the application.

### Conclusion

The tenants’ application is dismissed 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 23, 2020

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Residential Tenancy Branch