



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

ERP and FFT

Introduction

This hearing was scheduled in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied for an Order requiring the Landlord to make repairs to the rental unit and to recover the fee for filing this Application for Dispute Resolution.

The Tenant stated that on February 07, 2020 the Dispute Resolution Package and all the evidence she submitted to the Residential Tenancy Branch were sent to the Landlord, via registered mail, at the service address noted on the Application. The Tenant cited a tracking number that corroborates this statement. On the basis of this undisputed evidence, I find that these documents have been served to the Landlord in accordance with section 89 of the *Residential Tenancy Act (Act)*, however the Landlord did not appear at the hearing.

As the Landlord was properly served with the aforementioned documents, the hearing proceeded in the absence of the Landlord.

The Tenant was given the opportunity to present relevant oral evidence and to make relevant submissions. She affirmed that they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

Issue(s) to be Decided

Is there a need to issue an Order requiring the Landlord to make repairs to the rental unit?

Background and Evidence

The Tenant stated that:

- This tenancy began in 2013;
- The Respondent purchased the rental unit from her previous landlord in December of 2019;
- Sewage had been backing up into the property since December of 2019;
- She informed the Respondent (Landlord) of the problem in December of 2019;
- On February 05, 2020 the local health authority ordered the Landlord to take the following corrective actions:
 - ensure domestic sewage emanating from the dwelling does not reach the dwelling or within the residence;
 - remove the pipe from the septic tank and cap off the outlet;
 - have the septic tank professionally pumped and hauled, as needed;
 - neutralize the area that has been contacted by sewage by applying hydrated lime;
 - have the sewage disposal systems inspected by a professional engineer or registered wastewater professional;
- The Landlord made the required repairs to the septic system on, or about, February 15, 2020;
- Prior to the Landlord making those repairs, she contacted her hydro supplier as she was concerned that the septic leaking into the basement of the unit posed an electrical hazard;
- on February 06, 2020 her hydro supplier disconnected service to the property as they believed the septic leaking into the rental unit posed an electrical hazard;
- her hydro supplier will not reconnect the electricity to the unit until the Landlord provides them with documentation from an electrician that confirms it is safe to reconnect the service;
- on February 07, 2020 she informed the Landlord of the need for an electrical inspection;
- on February 15, 2020 she again informed the Landlord of the need for an electrical inspection;
- the Landlord has not yet provided her or her service provider with confirmation that the electrical service can be safely reconnected;
- she currently has no electrical service at the rental unit; and
- she would like an Order requiring the Landlord to provide her with documentation from an electrician that confirms electrical service can be restored to the unit.

Analysis

Section 32(1) of the *Residential Tenancy Act (Act)* requires landlords 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, and, having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant. I find it reasonable to conclude that section 32(1) of the *Act* requires landlords to ensure that the electrical system in the rental unit is safe.

On the basis of the undisputed evidence, I find that on February 06, 2020 the Tenant's hydro supplier disconnected service to the rental unit, as they believed the septic leaking into the rental unit posed a possible electrical hazard. On the basis of the undisputed evidence, I find that there is currently no electrical service in the rental unit, as service will not be restored until the hydro supplied is provided with documentation from an electrician that confirms it is safe to reconnect the service.

I find that, pursuant to section 32(1) of the *Act*, the Landlord is obligated to ensure that the electrical system in this unit is safe.

I therefore Order the Landlord to immediately have the rental unit inspected by a qualified electrician to ensure the electrical system in the rental unit is safe.

I further Order the Landlord to immediately make any repairs to the rental unit that are recommended by the electrician conducting the inspection for the purposes of making the electrical system safe.

I further Order the Landlord to provide the Tenant with documentation from a qualified electrician that confirms the electrical system in the rental unit is safe and that hydro service can be safely restored to the unit. I Order that this documentation be provided to the Tenant as soon as is reasonably possible.

If by March 16, 2020 the Tenant is not provided with documentation from a qualified electrician that confirms the electrical system in the rental unit is safe and that hydro service can be safely restored to the unit, I hereby authorize the Tenant to reduce the rent that is due for April of 2020 by 50%.

If by April 15, 2020 the Tenant is not provided with documentation from a qualified electrician that confirms the electrical system in the rental unit is safe

and that hydro service can be safely restored to the unit, I hereby authorize the Tenant to reduce the rent that is due for May of 2020 by 75%.

If by the fifteenth day of any subsequent month the Tenant is not provided with documentation from a qualified electrician that confirms the electrical system in the rental unit is safe and that hydro service can be safely restored to the unit, I hereby authorize the Tenant to reduce the rent for the next month by 75%.

I find that the Tenant has established the merits of this Application for Dispute Resolution and I therefore find that she is entitled to recover the fee for filing the Application for Dispute Resolution.

Conclusion

The Landlord is required to take the actions highlighted in bold in this decision.

The Tenant has established a monetary claim, in the amount of \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution and I grant her a monetary Order for \$100.00. In the event the Landlord does not voluntarily comply with this Order, it may be served on the LL, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

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: March 09, 2020

Residential Tenancy Branch