



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Parkland Holdings  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes**      ERP FFT

### **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 or emergency repairs to the rental unit pursuant to section 33;
- authorization to recover the filing fee for this application from the landlord, pursuant to section 72 of the *Act*.

While the tenant attended the hearing by way of conference call, the landlord did not. I waited until 11:17 a.m. to enable the landlord to participate in this scheduled hearing for 11:00 a.m. The tenant was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the tenant, her witnesses, and I were the only ones who had called into this teleconference.

The tenant provided sworn testimony that the landlord was served with the tenant's application for dispute resolution and evidence package by way of registered mail. The tenant was unable to providing a tracking number, but the tenant's witnesses testified that they had confirmed with the landlord in person on June 15, 2020 that the landlord had received the tenant's application and documentary materials. In accordance with sections 88, 89 and 90 of the *Act*, I find the landlord deemed served with the tenant's application and evidentiary materials, 5 days after mailing. The landlord did not submit any written evidence for this hearing.

### **Issues to be Decided**

Is the tenant entitled to an order requiring the landlord to make repairs to the rental unit?

Is the tenant entitled to recover the filing fee for this application from the landlord?

### **Background and Evidence**

This month-to-month tenancy began on April 1, 2013, with monthly rent currently set at \$2,300.00, payable on the first of the month. The landlord collected a security deposit in the amount of \$800.00, which the landlord still holds.

In the tenant's application the tenant described an electrical fire that took place on June 7, 2020. The tenant testified that the landlord has been aware of issues with the electrical system for some time. The tenant is requesting an order that the landlord comply with the *Act* as well as the contract signed between the landlord and tenant on June 15, 2020. The tenant provided a copy of the contract signed by the landlord and tenant on June 15, 2020, and witnessed by the tenant's two witnesses who also attended the hearing.

The tenant also requested the recovery of the filing fee for this application.

### **Analysis**

Section 32 of the *Act* outlines the following obligations of the landlord and the tenant to repair and maintain a rental property:

#### **Landlord and tenant obligations to repair and maintain**

**32** (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.

(2) A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.

(3) A tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the 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 the following in regards to emergency repairs:

### **Emergency repairs**

**33** (1) In this section, "**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...
  - (v) the electrical systems....

(3) A tenant may have emergency repairs made only when all of the following conditions are met:

- (a) emergency repairs are needed;
- (b) the tenant has made at least 2 attempts to telephone, at the number provided, the person identified by the landlord as the person to contact for emergency repairs;
- (c) following those attempts, the tenant has given the landlord reasonable time to make the repairs...

(5) A landlord must reimburse a tenant for amounts paid for emergency repairs if the tenant

- (a) claims reimbursement for those amounts from the landlord, and

(b) gives the landlord a written account of the emergency repairs accompanied by a receipt for each amount claimed.

(6) Subsection (5) does not apply to amounts claimed by a tenant for repairs about which the director, on application, finds that one or more of the following applies:

(a) the tenant made the repairs before one or more of the conditions in subsection (3) were met;

(b) the tenant has not provided the account and receipts for the repairs as required under subsection (5) (b)...

(7) If a landlord does not reimburse a tenant as required under subsection (5), the tenant may deduct the amount from rent or otherwise recover the amount.

Under Section 33 (1)(c) of the *Act*, repairs of issues with the electrical system may be an emergency repair.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. As the landlord was not present during the hearing to confirm the terms of the contract signed on June 15, 2020, I am unable to record these terms in the form of a decision or an order. However, I accept the sworn testimony of the tenant and her witnesses that both parties had entered into this agreement in order to resolve the issues described in this application. Given the tenant's evidence and testimony, I order the landlord to comply with sections 32 and 33 of the *Act* as set out above, as well as any agreements made between the parties in accordance with the *Act* and tenancy agreement.

I also allow the tenant to recover the filing fee for this application.

### **Conclusion**

I order the landlord to comply with sections 32 and 33 of the *Act*, as well as any agreements made between the parties in accordance with the *Act* and tenancy agreement.

I also allow the tenant's application to recover the \$100.00 filing fee for their application. This monetary award is to be accomplished by the tenant's one-time reduction of their monthly rent by \$100.00.

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: June 25, 2020

---

Residential Tenancy Branch