



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 emergency repairs to the rental unit pursuant to section 33.

Both parties attended the hearing via conference call and provided affirmed testimony. Both parties confirmed the tenant served the landlord with the notice of hearing package and the submitted documentary evidence. Both parties also confirmed the landlord served the tenant with the submitted documentary evidence on September 3rd and 4th, 2020. Neither party raised any service issues. I accept the undisputed affirmed evidence of both parties and find that both parties have been sufficiently served as per section 90 of the Act.

At the outset, the tenant's application was clarified. The tenant seeks an order for emergency repairs. The tenant provided written details which states in part,

Landlord had left a large hole in shower for months after reporting a tile fell off and the back of the tile was covered in black mold and the landlord only put a temporary fix on it with no waterproofing. Told me this week it was never a priority and would fix it after I moved out. Decided to file a complaint for my exposure to mold for months and to protect the next potential tenants from repeated infractions. May 15th landlord acknowledged the health concern. Only temporarily fixed on June 6th.

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 tenant stated that there are no emergency repairs being sought as per section 33 of the Act. The tenant also confirmed that he was not seeking any repairs as the landlord has replaced the loose tile that fell of the shower wall. The tenant clarified that he was only seeking to notify some authority that he feels that the landlord did not properly repair the tile in the shower by using “water proofing” material. The tenant was not able to provide any details on the “water proofing” material. The landlord stated that he had properly repaired the loose tile. On this basis, I find that there are no emergency repairs, no repair or issues to the tenancy and no further action is required.

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: September 10, 2020

Residential Tenancy Branch