



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Aboriginal Housing Society of Prince  
George and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ERP

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for an Order for emergency repairs, pursuant to section 33.

The tenant and two landlord representatives attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

Both parties agree that the landlord was served with the tenant's application for dispute resolution via registered mail. I find that the landlord was served in accordance with section 89 of the *Act*.

### Issues to be Decided

1. Is the tenant entitled to an Order for emergency repairs, pursuant to section 33 of the *Act*?

### Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of both parties, not all details of their respective submissions and arguments are reproduced here. The relevant and important aspects of the tenant's and landlord's claims and my findings are set out below.

Both parties agreed to the following facts. This tenancy began on July 10, 2019 and is currently ongoing. Monthly rent in the amount of \$750.00 is payable on the first day of each month. A security deposit of \$375.00 and a pet damage deposit of \$375.00 were paid by the tenant to the landlord.

The tenant testified that she is seeking the following emergency repairs:

- return of laundry taken by landlord from the shared laundry room;
- remediate mold in bathroom; and
- remediate asbestos.

The tenant testified that the subject rental property has a shared laundry room with one washer and one dryer for six units. The tenant testified that she left laundry in the laundry room and the landlord removed it. The tenant testified that she wants it back.

The landlords' representatives testified that no person is permitted to store personal items in common spaces. The landlord's representatives testified that a notice was sent out to all the units in the subject rental building informing everyone that items left in common spaces would be thrown out.

The tenant testified that there is mold in her bathroom and that the landlords have not remediated it. The landlord's representatives testified that if they received a complaint about mold they would deal with it immediately and that they could not recall receiving a mold complaint from the tenant, other than an email on August 26, 2020. The landlord's representatives testified that they did not respond right away to that email because of the current proceedings and the One Month Notice to End Tenancy for Cause served on the tenant in the first few days of September 2020.

The tenant testified that the landlords renovated another unit in the rental building and that a special containment crew in hazmat suits had to remediate that apartment for asbestos. The tenant testified that the renovation involved the removal of a wall which would have disturbed the asbestos putting the entire rental building at risk.

The landlord's representatives testified that they took the proper precautions when renovating the other suite and that the asbestos in the tenant's apartment is not a health risk to the tenant as long as it is not disturbed.

## Analysis

Section 33 of the *Act* states:

- 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,
    - (iv) damaged or defective locks that give access to a rental unit,
    - (v) the electrical systems, or
    - (vi) in prescribed circumstances, a rental unit or residential property.

Mold and removal of belongings from a shared laundry room are not emergency repairs as defined by the *Act*.

I find that the tenant has not proved, on a balance of probabilities, that the renovations and asbestos remediation done in a different unit in the subject rental building, have any negative implications for the tenant. No reports pertaining to asbestos in the tenant's suite were entered into evidence.

The tenant received an early hearing for her claims for emergency repairs, earlier than she would have received for an application for regular repairs. I dismiss the tenant's application for emergency repairs without leave to reapply as none of the repairs meet the definition of emergency repairs under section 33 of the *Act*. I note that the tenant has leave to file an application for regular repairs.

## Conclusion

The tenant's 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: October 02, 2020

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Residential Tenancy Branch