



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

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

The tenant, D-A.B. and the landlord M.B. attended the hearing via conference call and provided affirmed testimony. Both parties confirmed the tenant served the landlord in person on September 5, 2020 with the notice of hearing package.

The tenant, D-A.B. clarified that the other two named tenants are not tenants, but her minor children. On this basis, the tenant's application shall be amended to remove the names of the minor children as they are not tenants.

The landlord, M.B. stated that the other named landlord will not be attending and is unrepresented.

The tenant stated that the landlords were served with the tenant's submitted documentary evidence with the hearing package on September 5, 2020 in person. The landlord disputed this claim arguing that no evidence (pictures or text messages) were received. The tenant is unable to provide any supporting evidence of service. On this basis, I find on a balance of probabilities that the landlords were not served with the tenant's documentary evidence and that the tenant's submission is excluded from consideration in this hearing.

Both parties confirmed the landlord served the tenant with their submitted documentary evidence via Canada Post Registered Mail in two packages on September 16, 2020 and again on September 18, 2020.

I accept the evidence of both parties and find that both parties have been sufficiently served with the notice of hearing package and the landlord's documentary evidence as per sections 88 and 89 of the Act.

### Issue(s) to be Decided

Are the tenants entitled to an order for emergency repairs?  
Are the tenants entitled to recovery of the filing fee?

### Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

The tenants seek an order for emergency repairs of:

No locks on the back balcony door.

Broken front stairs/railing detached not properly fixed.

Rat infestation issue.

The tenants provided written details that they seek emergency repairs for health or safety reasons and that the landlord has been contacted to make the repairs but have not. The tenants stated,

*Home cannot be secured since day of moving in. Back balcony door is hardly attached and has not locking mechanisms Balcony door falls out and has severely injured someone Front stairs and railing were detached from house and stairs broken for months and the fix is not secure or done properly Rat infestation and odor is an issue.*  
[reproduced as written]

The tenant clarified that she understood what constitutes an emergency repair. As such, only the tenant's request for the replacement of the balcony door shall proceed.

During the hearing, both parties confirmed that the other two issues listed by the tenant have been resolved by the landlord's contractors.

Both parties confirmed that the tenant notified the landlord of the unsecured balcony door in May of 2019. The landlord had a contractor attend to repair the balcony door in April 2020. The landlord stated that the balcony door was fixed as per the contractor invoice. The tenant notified the landlord that the balcony door was still an issue as the contractor fix was temporary and needed to be replaced. The landlord stated that he authorized the replacement of the balcony door and that the tenant needed only to arrange an appointment with contractor for convenience. The tenant stated that she was away for 1 month during May and June. The landlord stated in June that the tenant had not yet arranged for the appointment with the contractor to replace the balcony door. The landlord stated that in August no calls by the tenant were made with the contractor to arrange the appointment to replace the balcony door. Both parties agreed that on August 27, 2020 a new balcony door was ordered. The landlord provided undisputed affirmed testimony that the contractor delivery for the new door would not be until October 18, 2020 and that the contractor would attend to replace the balcony door on October 19, 2020.

### 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

Both parties have confirmed that there is an issue with the balcony door. Both parties confirmed that the new door was measured and ordered on August 27, 2020. The landlord provided undisputed affirmed evidence that the expected arrival date of the new balcony door would be arriving and delivered to the contractor on October 18, 2020. The landlord stated that the contractor is expected to install the new door on October 19, 2020.

In this case, the tenant has been successful in her request for an emergency repair. On this basis, the tenant is also entitled to recovery of the \$100.00 filing fee. As the tenancy continues, I authorize the tenant to withhold one-time \$100.00 from the next monthly rent upon receipt of this decision.

Conclusion

The tenant's application is granted.

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 01, 2020

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Residential Tenancy Branch