



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards  
A matter regarding Pacific Cove / Surrey Gardens d  
[tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ERP, FFT

### Introduction

Pursuant to section 58 of the Residential Tenancy Act (the Act), I was designated to hear an application regarding the above-noted tenancy. The tenant applied for:

- an order for emergency repairs, pursuant to section 33; and
- an authorization to recover the filing fee for this application, pursuant to section 72.

Both parties attended the hearing. All were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

As both parties were present service was confirmed. The parties each confirmed receipt of the application and evidence (the materials). Based on the testimonies I find that each party was served with the respective materials in accordance with sections 88 and 89 of the Act.

### Issues to be Decided

Is the tenant entitled to:

- an order for emergency repairs?
- an authorization to recover the filing fee for this application?

### Background and Evidence

While I have turned my mind to the evidence provided by the parties, including documentary evidence and the testimony of the attending parties, not all details of the submissions and arguments are reproduced here. I explained Rule of Procedure 7.4 to the attending parties; it is her obligation to present the evidence to substantiate her claims.

Both parties agreed the tenancy started in July 2015. Rent is \$849.00 per month, due on the first day of the month. At the outset of the tenancy a security deposit of \$375.00 was collected and the landlord holds it in trust. This application was filed on September 29, 2020.

The tenant applied for emergency repairs of the hot water system. The tenant affirmed when the hot water system is not available the heat system does not work.

Both parties agreed hot water was not available on July 18, August 18, September 02 and September 29, 2020. On July 18, August 18 and September 02 the hot water boiler was repaired the same day, and on the September 29, 2020 incident the hot water boiler was repaired the next day. Hot water has been available since September 30, 2020.

The landlord affirmed the water sensor was cleaned on July 18 and August 18 and substituted on September 02, 2020. On September 29, 2020 the landlord's contractor immediately ordered a new spark ignitor for the hot water boiler and installed it on September 30, 2020.

The landlord stated she is monitoring the hot water boiler three times per day, every day, and all the maintenance is up to date.

### Analysis

Section 33 of the Act states:

- (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.

Based on both parties testimony, I find the hot water boiler has been repaired and no further repairs are needed as of September 30, 2020.

Thus, I dismiss the tenant's application for an order for emergency repairs.

The landlord completed the repairs on September 30, 2020, after this application was filed. Considering there were four dates when hot water was not available since July 18, 2020, I find the tenant is entitled to recover the filing fee for this application.

### Conclusion

I dismiss the tenant's application for an order for emergency repairs without leave to reapply.

Pursuant to section 72(2)(a) the tenant is authorized to deduct \$100.00 from her next rent payment to recover the filing fee.

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: November 20, 2020

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Residential Tenancy Branch