



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP FFT

Introduction

This expedited hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* (the "Act") for:

- An order that the landlord make emergency repairs to the rental unit pursuant to section 33; and
- Authorization to recover the filing fee from the landlord pursuant to section 72.

The landlord did not attend this hearing which lasted approximately 15 minutes. The teleconference line remained open for the duration of the hearing and the Notice of Hearing was confirmed to contain the correct hearing information. The tenants attended and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The tenants testified that they served the landlord with their notice of application and evidence by registered mail sent on November 5, 2020. The tenants submitted a valid Canada Post tracking receipt as evidence of service. Based on the evidence I find the landlord is deemed served with the tenants' materials on November 10, 2020, five days after mailing, in accordance with sections 88, 89 and 90 of the Act.

Issue(s) to be Decided

Should the landlord be ordered to make emergency repairs to the rental unit?
Are the tenants entitled to recover the filing fee from the landlord?

Background and Evidence

The tenants provided undisputed evidence regarding the following facts. This periodic tenancy began in October, 2017. The current monthly rent is \$2,000.00 payable on the first of each month. The rental unit is a single detached home.

The tenants testified that the rental unit has a number of deficiencies including collapsed rain gutters and a faulty refrigerator. The relevant issues for the present application are 2 of the 4 doors to the building not having working locks and frequently flying open due to the weather and a number of electrical wires in the basement of the building which are hanging loosely from the ceiling. The tenants said that they have jury rigged a bungee cord system to keep the doors closed during windy days but as they have no locks the building is left unsecured when they make excursions. The tenants testified that they avoid using areas of the basement to avoid the loose electrical wires.

The tenants gave evidence that they have made numerous requests to the landlord in writing to have these issues addressed. The tenants said that the landlords have refused to arrange for repairs and the issues have been outstanding for over 18 months.

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

I accept the undisputed evidence of the tenants that there are doors to the rental unit that have damaged locks and swing open due to the weather. I also accept that the basement of the rental unit has deficient electrical systems in loose wiring hanging from the ceiling. I find that unlockable doors to the rental building and loose electrical wires meet the definition of emergency repairs as provided above. I am satisfied with the evidence of the tenants including their testimony, photographs and copies of correspondence with the landlord that there are deficiencies that are urgent, necessary for the health and safety of the tenants and required for the preservation of the residential property.

I therefore find it appropriate to issue an order that the landlord perform the following repairs:

1. Replace or repair 2 doors of the rental unit ensuring that they will remain closed and have working locks.
2. Repair the electrical wiring in the basement of the rental suite so that wires are not exposed and dangling.

I order that the repairs be completed by December 31, 2020. Should the repairs not be completed by that date the tenants are at liberty to apply for a monetary award for reduction in the value of the tenancy agreement arising from the deficiencies.

As the tenants were successful in their application they are entitled to recover the filing fee from the landlord. As this tenancy is continuing the tenants may satisfy this monetary award by making a one-time deduction of \$100.00 from their next scheduled rent payment.

Conclusion

The landlord is ordered to make repairs as set out above by December 31, 2020.

The tenants are authorized to make a one-time deduction of \$100.00 from their next scheduled rent payment.

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

Residential Tenancy Branch