



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP, FFT

Introduction

The tenants sought an order under sections 33 and 62 of the *Residential Tenancy Act* ("Act"), namely, that the landlord complete emergency repairs to the rental unit. In addition, the tenants sought recovery of the filing fee under section 72 of the Act.

The tenants filed an application for dispute resolution on October 23, 2020 and a hearing was held December 11, 2020. The tenant (N.) and the landlord's agent attended and provided brief testimony regarding the dispute.

Preliminary Issue: Emergency Repairs (Section 33 of the Act)

In reviewing the file before the hearing, the issues for which the application was brought appeared to be about a smoke and/or a fire detector, a shower door, and issues with the stove. The tenant confirmed these were the problems, except for the shower door.

[Section 33](#) of the Act deals with emergency repairs. Section 33(1) of the Act defines "emergency repairs" as follows:

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.

In this dispute, none of the issues brought forward are encompassed within the definition of an emergency repair for the purposes of section 33(1) of the Act. Certainly, as a parent of a young child, I appreciate the tenants' concerns about sparks on a stove or a problematic shower door when there are young children around. However, as I explained to the parties, what a layperson or a parent might consider an emergency is not necessarily the same as what the Act contemplates an emergency to be.

Given that (pursuant to Rule 2.2 of the *Rules of Procedure*) a claim is limited to what is stated in the application, I am unable to provide any relief for the issues that gave rise to the tenants' application for emergency repairs, because they do not fall under section 33(1) of the Act. Accordingly, I must dismiss the tenants' application without leave to reapply.

The parties appeared to be reasonable individuals, and as such I would encourage them to try and resolve any current or future tenancy disputes outside of the dispute resolution process, wherever possible.

Conclusion

I dismiss the tenants' application, without leave to reapply.

This decision is made on authority delegated to me under section 9.1(1) of the Act.

Dated: December 11, 2020

Residential Tenancy Branch