



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP, FFT

Introduction

The tenant filed an Application for Dispute Resolution on October 27, 2020 seeking an order that the landlord make an emergency repair to the rental unit. Additionally, they applied for reimbursement of the Application filing fee. The matter proceeded by way of a hearing pursuant to section 74(2) of the *Residential Tenancy Act* (the “Act”) on December 14, 2020. In the hearing, I explained the hearing process and provided both parties the opportunity to ask questions.

An agent for the landlord (hereinafter the “landlord”) entered the call at the scheduled time. The tenant entered twelve minutes after the call started. Both parties had the opportunity to speak to the issue at hand.

Issue(s) to be Decided

Is the landlord obligated by section 32 of the *Act* to make emergency repairs to the rental unit as requested by the tenant?

Is the tenant eligible for reimbursement of the Application filing fee, pursuant to section 72 of the *Act*?

Background and Evidence

I have reviewed all oral and written evidence before me; however, only the evidence and submissions relevant to this matter are described here.

On their Application, the tenant presented one sole issue for the hearing: “The kitchen sink is leaking and the landlord refuses to send plumber to fix it.”

At the outset of the hearing, the landlord stated that the issue was resolved with the repair made. Upon their entrance to the conference call, the tenant confirmed the same. The landlord drew attention to messaging between the tenant and landlord from early November, showing the landlord scheduled the plumber visit. By November 11, 2020, the landlord messaged to say: “The plumber has reported me that he has fixed the tap”. They also asked for confirmation of the same repair from the tenant. The tenant replied to this to stated “Yes, it is working.”

Analysis

The *Act* section 32 sets out the landlord obligations for repairs to the rental unit. The “emergency repairs” are defined under section 33 of the *Act*.

As the Arbitrator bound by the provisions of the *Act*, I am only ruling in this hearing on the issue outlined on The Application for Dispute Resolution. This is the tenant's request for emergency repairs for the sink in the rental unit.

I am satisfied the landlord undertook to have repairs completed. This was accomplished on November 11, 2020. In effect, the immediate issue of repairs is resolved. Therefore, I dismiss the tenant's request for emergency repairs.

In the hearing, both parties mentioned difficulty in keeping communication open on the matter. The tenant expressed their need for having communication between the parties be through email, and, more importantly, not having the landlord attend to the unit personally. In response to this, the landlord mentioned their need for responses to their queries on when repairs can happen, in order to ensure timeliness.

I encourage both parties to maintain an open channel of communication with prompt responses to issues of repairs. This includes the tenant, to prevent future matters from coming to the dispute resolution stage.

As the tenant was not successful in their Application, I find they are not entitled to recover the \$100.00 filing fee.

Conclusion

I dismiss the tenant's application for the landlord to make emergency repairs, 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 *Act*.

Dated: December 14, 2020

Residential Tenancy Branch