



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PEMBERTON HOLMES PROPERTY  
MANAGEMENT and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ERP

### Introduction

On January 7, 2021, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) requesting an expedited hearing for the Landlord to complete emergency repairs. The matter was set for a participatory hearing via conference call.

The agent for the Landlord and the Tenant attended the hearing and provided affirmed testimony. They were provided the opportunity to present their relevant oral, written and documentary evidence and to make submissions at the hearing. The parties testified that they exchanged the documentary evidence that I have before me.

### Issue to be Decided

Should an order for the Landlord to complete emergency repairs be authorized, pursuant to section 33 and 62 of the Act?

### Background and Evidence

I have reviewed all oral and written evidence presented before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Both parties agreed to the following terms of the tenancy:

The one-year, fixed-term tenancy began on June 15, 2020. The rent is \$2,500.00 and due on the first and fifteenth of each month. The Landlord collected and still holds a security deposit in the amount of \$1,250.00 and a pet damage deposit of \$250.00.

The Tenant submitted that their basement flooded on November 13, 2020, November 17, 2020 and on January 3, 2021. As a result of the flooding, the Tenant is requesting

that the Landlord properly remediate the basement to remove the mold, remove the soggy tiles that likely contain asbestos, and to address the rat infestation.

The Landlord submitted several quotes for repair and testified that the Landlord intends on remediating the basement; however, has not started as they have been obtaining quotes and replacing the hot water tank that was damaged due to the flood.

### Analysis

Under section 33 of the RTA, emergency repairs are defined as repairs that are urgent, necessary for the health or safety of anyone or for the preservation or use of property. Emergency repairs are made for the purpose of repairing major leaks in pipes, major leaks in the roof, damaged or blocked water or sewer pipes, damaged or blocked plumbing fixtures, the primary heating system, damaged or defective locks that give access to a rental unit, or the electrical systems.

The *Residential Tenancy Policy Guideline #51* explains that expedited hearings are for serious matters and are scheduled on short timelines and on short notice to the respondent. The guidelines further note that emergency repairs do not include things like repairs to a clothes dryer that has stopped working, mold removal, or pest control.

I accept that both parties agree that the basement requires remediation to professionally address the issues of mold, some asbestos removal and the elimination of rats.

As the flooding of the basement has been occurring since November 2020 and there is still outstanding remediation action that must occur, I was considering an order for the Landlord to complete the remediation while the Tenant's rent is temporarily reduced.

However, upon further consideration and after reviewing *Residential Tenancy Policy Guideline #51*, I find that the Tenant's description of the required repairs in the basement do not meet the definition of "emergency repairs".

The Tenant may choose to apply for Dispute Resolution and request that the Landlord complete regular repairs; however, in this case, I find that the Tenant has failed to provide sufficient evidence that the repairs required are of an emergent nature. As such, I dismiss the Tenant's application to order the Landlord to complete emergency repairs.

### Conclusion

I dismiss the Tenant's Application for 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 *Residential Tenancy Act*.

Dated: February 01, 2021

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Residential Tenancy Branch