



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP

Introduction

This hearing was convened as a result of the Tenants' Application for Dispute Resolution. A hearing by telephone conference was held on March 15, 2021. The Tenants applied for an expedited hearing to have the Landlord make emergency repairs to the rental unit, pursuant to section 33 of the *Residential Tenancy Act* (the *Act*).

The Tenants attended the hearing. However, the Landlord did not. The Tenant explained that they sent their Notice of Dispute Resolution and photographic evidence by registered mail on February 26, 2021. Proof of mailing was provided. The Tenants stated that they did not serve their video evidence to the Landlord, as they did not know they were supposed to. The Tenants only uploaded the videos to our website for my consideration. However, as stated in the hearing, the Tenants were required to serve any evidence they intended to rely upon to the other party. The Tenants video evidence was not served to the Landlord, nor does it appear they attempted to serve the Landlord with this evidence. As such, I find it is not admissible.

However, I find the Tenants have sufficiently served their application, Notice of Dispute Resolution, and photographic evidence by registered mail. I find the Landlord is deemed served with that package on March 3, 2021, five days after it was mailed. The Tenants stated that sometime around November 2020, they became aware that the house had sold. The Tenants stated that the new owner has sent them a few different Notices to End Tenancy for different reasons since taking ownership (in early 2021), but the Tenants stated that he has been very hard to reach. The Tenants obtained the new Landlord's name and address for service by way of the Notices to End Tenancy that they have received in the last couple of months.

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

Issue(s) to be Decided

- Are the Tenants entitled to an order requiring the Landlord to make emergency repairs?

Background and Evidence

The Tenants testified that they rent an older log-cabin-style home, and have lived in the same house for around 4 years now. The Tenants stated that up until recently, they have had no issues with the house, which warrant an emergency repair. However, around 5 weeks ago, the outside temperatures dropped to -23 degrees Celsius, and several different plumbing supply lines froze, and burst.

The Tenants stated that the day following the cold snap, they noted that there was water flowing into their basement in multiple areas. The Tenants stated it appears the pipes burst in at least 2 spots in and around the upstairs bathroom, and laundry room. The Tenants stated that they have had to shut off the main water supply to mitigate the leaks, but currently they do not have a functioning main hot water tank. The Tenants stated that the pipes are still leaking in some areas, and they have buckets collecting the water in their basement. The Tenants provided a couple of photos showing the water stains, and the leaks.

The Tenants stated that when they were in the process of cleaning up and attending to the water leak, they noticed that there was also an exposed electrical wire, which appears to have been chewed through by a rodent. The Tenants stated that this wire was “arcing” and sparks were visible, due to the water that had leaked in and around the split wire. The Tenants stated that they have had to switch off a portion of the electrical circuits just to keep the house from burning down.

The Tenants are seeking repairs to the burst pipes, and the exposed wire.

Analysis

In this review, I will not attempt to resolve all evidentiary conflicts, and will focus on evidence and testimony as it relates directly to my findings.

The onus is on the Tenants to demonstrate the emergency repairs are required.

First, I turn to Section 33(1) of the Act, which defines "emergency repairs" as 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 purpose of repairing:

- Major leaks in pipes or the roof,
- Damaged or blocked water or sewer pipes or plumbing fixtures,
- The primary heating system,
- Damaged or defective locks that give access to a rental unit, or
- The electrical systems.

I have considered the Tenants' statements and evidence on this matter. Although the Tenant's video evidence was not admissible, I accept their undisputed testimony and photographic evidence regarding the leaking water supply lines, and the damaged electrical wire. I find both of these issues meet the definition of an emergency repair.

The issue with the burst water lines appear to be urgent, and necessary for the preservation of the property. I am satisfied that the same can be said for the electrical wire, which started shorting out when it became wet from the water leak. I find both of these issues pose significant threats to the health and safety of the Tenants, and require attention, forthwith.

I hereby order the Landlord to have a qualified plumbing contractor inspect and remedy any and all broken or damaged water lines. I also order the Landlord to have a qualified electrician inspect and remedy the exposed electrical wire. The Landlord is ordered to have this work completed by qualified contractors within 14 days of receiving this decision.

Pursuant to section 72 of the Act, and since the Tenants were successful with their application, I authorize them to retain \$100.00 (the cost of the filing fee) from one future rent payment.

Conclusion

The Tenant's application for emergency repairs, is granted, as laid out above.

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: March 15, 2021

Residential Tenancy Branch