



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ERP FF

### Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. A hearing by telephone conference was held on March 16, 2021. The Tenant 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 Tenant attended the hearing. However, the Landlord did not. The Tenant explained that he posted the Notice of Dispute Resolution and his evidence to the front door of the Landlord's house on March 2, 2021. The Tenant provided proof of service into evidence. Pursuant to section 89 and 90 of the Act, I find the Landlord is deemed to have received this package 3 days after it was left, on March 5, 2021.

I find the Tenant has sufficiently served his application, Notice of Dispute Resolution, and evidence. The Tenant stated that sometime in February 2021, the Landlord served him with a 10 Day Notice to End Tenancy, which is where he got the Landlord's address. The Tenant stated that this is the address where he posted his hearing package.

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

- Is the Tenant entitled to an order requiring the Landlord to make emergency repairs?

### Background and Evidence

The Tenant testified that this rental unit is a entire house, and he also has a couple of roommates who live with him. The Tenant stated that he filed this application because there is a burst water pipe, and the furnace has stopped working, all of which happened in the last couple of months.

More specifically, the Tenant stated that around January 18, 2021, there were very cold temperatures, and as a result, a water supply pipe in the crawl space of the house burst, and has been leaking ever since. The Tenant stated he had a series of text messages with the Landlord, almost immediately, and the Landlord promised to have a plumber come. However, no plumber ever arrived, and the Landlord never followed up. The Tenant stated that the pipe continued to spray water in the crawl space, and the water began to pool around the furnace. The Tenant stated that around January 29, 2021, the furnace also stopped working (stopped blowing hot air).

The Tenant stated that he told the Landlord right away after the furnace stopped, but the Landlord has no followed up nor has he sent anyone to repair it. The Tenant stated that there is currently a leaking water pipe and a broken furnace which he wants repaired.

### Analysis

In this review, the onus is on the Tenant 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 Tenant's statements and evidence on this matter. I accept his undisputed testimony and photographic evidence regarding the leaking water supply

lines in the crawl space, following a period of cold weather in mid-January 2021. I also accept that the furnace has stopped working, and no longer heats the house.

Regardless of whether or not the furnace issue is related to the pipe that has burst, I find both of these issues meet the definition of an emergency repair.

I find the issue with the burst water line, as well as the issue with the furnace, is urgent, and necessary for the preservation of the property and those living within it. I find both of these issues require attention, forthwith.

I hereby order the Landlord to have a qualified plumbing contractor inspect and repair any and all broken or damaged water lines in the crawl space. I also order the Landlord to have a qualified furnace technician fix the gas furnace and to restore functionality of the primary heating system. 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 Tenant was successful with his application, I authorize him 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 16, 2021

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Residential Tenancy Branch