



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to have the landlord make emergency repairs.

The tenant attended the hearing. As the landlord did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The tenant testified the Application for Dispute Resolution and Notice of Hearing were served in person on March 4, 2021, when the landlord attended the rental unit. I find that the landlord has been duly served in accordance with the Act.

Preliminary issues

At the start of the hearing, I clarified with the tenant the addresses for service they have listed for the landlord in their application for dispute resolution. The tenant stated that the landlord use the rental premise address to pick up his mail on a weekly basis. The tenant stated that is the address that the landlord has also written on the tenancy agreement. The tenant stated the other address they have used on their application is the landlords place of business.

Issue to be Decided

Should the landlord be ordered to make emergency repairs?

Background and Evidence

The tenant testified that have lived on the property since February 2014 and they were a subtenant of the original tenant who rented the premise from the owner. The tenant testified that their subtenancy agreement ended because the original tenant passed away.

The tenant testified that on October 1, 2020, they entered into a tenancy agreement with the landlord. Rent in the amount of \$1,200.00 was payable on the first of each month. A security deposit of \$450.00 was paid by the tenant. Filed in evidence is a copy of the tenancy agreement.

The tenant testified that when their tenancy commenced they became responsible to pay for the hydro for the premise. However, they have been without electricity since their tenancy commenced and they have been using the woodstove to try and keep the premise warm, have no hot water and have had to find other ways to prepare food.

The tenant testified that the hydro department has removed the meter from the premise which the landlord must have installed and there is an outstanding invoice from the previous deceased tenant that must be paid.

The tenant testified that they cannot have the utilities transfer in their name until the landlord does the above, and then the landlord must give the hydro department consent for the utility to be placed in their name.

The tenant testified that the landlord is not prepared to do anything.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

Landlord and tenant obligations to repair and maintain

32 (1)A landlord must provide and maintain residential property in a state of decoration and repair that

(a)complies with the health, safety and housing standards required by law, and

(b)having regard to the age, character and location of the rental unit,
makes it suitable for occupation by a tenant.

Emergency repairs

33 (1)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 case, the tenant has had no access to electricity to the rental premise since their tenancy commenced and the meter has been removed. While I accept the tenant is responsible to pay for their own utilities, commencing October 1, 2020; however, the landlord must have the service connection available for the tenant to be able to access.

I find the landlord has breached section 32 of the Act, as they must maintain the residential property suitable for occupation by a tenant. Therefore, I find it appropriate grant the tenant's application to have the landlord make emergency repairs to the premise.

I Order the landlord to have the power reconnected to the premise to make it suitable for occupation by the tenant.

I Order the landlord to contact the hydro company and give their consent to have the utility be placed in the name of the tenant.

I Order the landlord that they must comply with the above Orders, within **seven (7)** days of receiving this Order.

Should the landlord fail to comply with my Orders the tenant is at liberty to apply for a rent reduction.

Conclusion

The tenant's application to have the landlord make emergency repairs is granted. The landlord must comply with my above Orders, within seven days of receiving this decision.

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 25, 2021

Residential Tenancy Branch