



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 1278867 BC Ltd  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ERP, FFT

### Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order for emergency repairs - Section 32; and
2. An Order to recover the filing fee for this application - Section 72.

The Parties were each given full opportunity under oath to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Tenant entitled to an order for emergency repairs?

Is the Tenant entitled to recovery of the filing fee?

### Background and Evidence

The following are agreed or undisputed facts: the tenancy started on November 1, 2020. Rent of \$4,100.00 is payable on the first day of each month. At the outset of the tenancy the Landlord collected \$2,050.00 as a security deposit. In November 2020 the roof began to leak. The Landlord was informed immediately. No repairs have been made to the roof to date and the leaks continue.

The Landlord states that they have obtained a contractor to make repairs but cannot provide a date for either its start or finish due to rainy weather. The Landlord states that they have paid the contractor in advance but are waiting for the contractors. The

Tenant states that it was able to obtain a contractor very quickly who could start immediately but that the Tenant does not have the funds to pay for these costs. The Tenant seeks a repair order for as soon as possible.

### Analysis

Section 32(1) of the Act provides that 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.

Section 33(1) of the Act defines emergency repairs as including 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 major leaks in pipes or the roof.

Given the Tenant's undisputed evidence supported by photos I find on a balance of probabilities that the repair to the roof is an emergency repair. I also consider given that it has been 6 months since the leak occurred and the undisputed evidence that no roof repairs have even been commenced, that the Landlord has shown complete disregard to their obligations to maintain the unit. For these reasons I find that the Tenant is entitled to repairs as soon as possible and make the following orders:

- 1. I order the Landlord to have at least temporary repairs made to the roof to ensure no interior leaks by no later than May 7, 2021; and**
- 2. I order the Landlord to complete the repairs to the roof no later than May 31, 2021.**

Should the Landlord fail to act as ordered the Tenant has leave to reapply for compensation for the loss in the value of the tenancy from the date the leak commenced.

As the Tenant's claim has had merit, I find that the Tenant is entitled to recovery of the **\$100.00** filing fee and the Tenant may deduct this amount from future rent payable in full satisfaction of this claim.

Conclusion

The Landlord is ordered to make repairs.

I grant the Tenant an order under Section 67 of the Act for **\$100.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

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: April 29, 2021

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Residential Tenancy Branch