



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ERP, FFT

### Introduction

On April 29, 2021, the Tenants filed an Application for Dispute Resolution under the *Residential Tenancy Act* (“the *Act*”) for an order for the Landlord to make emergency repairs to the rental unit and for the recovery of the filing fee for this application. The matter was set for a conference call.

Both the Tenants and an Agent for the Landlord (the “Landlord”) attended the hearing and were each affirmed to be truthful in their testimony. The Landlord and Tenants were provided with the opportunity to present their evidence orally and in written and documentary form and to make submissions at the hearing.

Both parties were advised of section 6.11 of the Residential Tenancy Branches Rules of Procedure, prohibiting the recording of these proceedings.

I have reviewed all oral and written evidence 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.

### Issues to be Decided

- Are the Tenants entitled to an order for Emergency repairs to the rental unit?
- Are the Tenants entitled to recover the cost of the filing fee?

### Background and Evidence

The Tenants testified that they reported a water leak in the walls of their rental unit that they suspected was caused by a leak in the roof of the rental building to the Landlord on February 21, 2021, and that as of the date of these proceedings, the leak has not been repaired. The Tenants testified that the Landlord has had the leak inspected, resulting in

large wholes being cut in the walls of their rental unit and that they currently have large trash pins located at the leak sites that are collecting the water. The Tenants are requesting an emergency order be issued for the repair of the roof of their rental unit.

The Landlord testified that they have been working on getting a roofer to make the required repairs but that they had experienced difficulty in getting one to commit to completing the work. The Landlord testified that as of the date of these proceedings, they have hired a roofer to complete the required repairs but that the roofer is currently on another job and will not be able to start at this site for a couple of weeks.

The Landlord testified that they hope to have the job started in no more than three weeks and that they are committed to having the repairs completed no later than July 31, 2021.

### Analysis

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

During these proceedings, both the Tenants and the Landlord agreed that there is a leak in the roof of this rental property and that this leak has caused water damage to several rental units contained on the property, including the unit occupied by the Tenants. Section 33 of the *Act* states the following:

#### ***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.*

Pursuant to section 33 of the *Act*, I find that the repairs required to this rental property constitute Emergency Repairs and must be completed as soon as reasonably possible.

I accept the Landlord's testimony that they have secured a repair company to complete the necessary repairs and that they agreed to have all required repairs to the roof and the rental unit completed.

Accordingly, I order the Landlord to complete all required repairs to this rental unit no later than July 31, 2021. The Landlord must use a certified technician were required for these repairs.

Additionally, section 72 of the *Act* gives me the authority to order the repayment of a fee for an application for dispute resolution. As the Tenants have been successful in their application, I find that the Tenants are entitled to recover the \$100.00 filing fee paid for this application. I grant permission to the Tenants to take a one-time deduction of \$100.00 from their next month's rent in full satisfaction of this award.

### Conclusion

I hereby order the Landlord to make all necessary repairs to the rental unit no later than July 31, 2021.

I grant the Tenants permission to take a one-time deduction of \$100.00 from their next month's rent.

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: June 8, 2021

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Residential Tenancy Branch