



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      RP

### Introduction

This hearing was convened in response to an application by the Tenant for an order for repairs pursuant to section 32 of the *Residential Tenancy Act* (the “Act”).

The Parties were each given full opportunity to be heard, to present evidence and to make submissions. On March 25, 2021 the Landlord signed an authorization for the Tenant to serve the Landlord with documents to the Landlord’s email address. The Tenant provided its evidence to the Landlord by email on March 25 and June 21, 2021. The Landlord acknowledged in a text that the Tenant’s evidence had been received. Given the Tenant’s evidence I find that the Tenant has provided its evidence to the Landlord as required under the Rules of Procedure.

### Issue(s) to be Decided

Is the Tenant entitled to an order for repairs?

### Background and Evidence

The following are agreed facts: the tenancy under written agreement started on June 1, 2017. At the outset of the tenancy the Landlord collected \$560.00 as a security deposit. Rent of \$560.00 is payable on the first day of each month.

The Tenant states that since November 2018 there has been insufficient hot water to the unit. The Tenant states that on November 30, 2021 the Tenant gave the Landlord a letter setting out the problem and seeking repairs. The Tenant states that the Landlord has done nothing to increase the available hot water. The Tenant states that currently the Landlord has one boiler but that this boiler can only provide sufficient hot water to 4 units and that there are 18 units and two commercial washing machines drawing on the available hot water. The Tenant provides a letter signed by several of the tenants that confirm insufficient hot water to their units.

The Landlord states that it only spoke to one technician in June 2021 about the issue and that this technician has not been available for repairs. The Landlord confirms that only one other service has been called with no response and that no additional services have been called for available repairs. The Landlord agrees to make repairs to ensure sufficient hot water for the Tenant by either adding another water tank or boiler. The Landlord agrees to have this work done by no later than July 30, 2021. The Tenant agrees that this is a suitable solution and a reasonable time frame.

### 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.

Given the Tenant's undisputed evidence that the current water boiler does not provide sufficient hot water to the Tenant I find that the Tenant is entitled to repairs. Given the Landlord's agreement to make repairs but noting the Landlord's limited actions to date to address the problem, I order the Landlord to make repairs to the water system to endure adequate hot water for the Tenant by no later than midnight on July 30, 2021.

Should the Landlord fail to act as ordered the Tenant has leave to reapply for compensation and further orders.

Conclusion

I order the Landlord to repair the water system by no later than midnight on July 30, 2021.

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: July 12, 2021

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Residential Tenancy Branch