



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP

Introduction

This expedited hearing dealt with the tenant's application pursuant to section 33 of the *Residential Tenancy Act* (the "Act") for an order that the landlord perform emergency repairs to the rental unit.

Both parties attended the hearing and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The parties were made aware of Residential Tenancy Rule of Procedure 6.11 prohibiting recording dispute resolution hearings and the parties each testified that they were not making any recordings.

As both parties were present service was confirmed. The parties each testified that they received the respective materials and based on their testimonies I find each party duly served in accordance with sections 88 and 89 of the *Act*.

Issue(s) to be Decided

Should the landlord be ordered to make emergency repairs to the rental unit?

Background and Evidence

While I have turned my mind to all the documentary evidence and the testimony of the parties, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the claim and my findings around each are set out below.

This periodic tenancy began on March 1, 2021. The monthly rent is \$1,500.00 payable on the first of each month. The rental unit is a basement suite in a detached home with the landlord occupying the main floor of the building. The rental building is approximately 11 years old.

The tenant submits that the rental unit is insufficiently heated and that they have measured the temperature to be in the 17-18 degree range. The tenant says that the rental unit has not reached acceptable temperature of 22 degrees. The tenant has made multiple requests for the landlord to call an electrician to address the issue.

The landlords submit that they have been informed that the heating system for the property is in good working condition. The rental building is heated through a geothermal unit. The landlord submitted into documentary evidence copies of an inspection conducted in November 2020 showing the heating system is functioning properly.

The landlord has provided the tenant a space heater to supplement the heating for the rental unit. The tenant says that the space heater is inadequate to provide heat to the whole rental unit and must be moved from room to room.

Analysis

Section 33 of the *Act* describes “emergency repairs” as those 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 purposes of:

- repairing major leaks in pipes or the roof,
- damage or blocked water or sewer pipes or plumbing fixtures
- the primary heating system
- damaged or defective locks that give access to the rental unit
- the electrical systems
- in prescribed circumstances, a rental unit or residential property

In the present case I find insufficient evidence that the repairs the tenant requests meet the definition of emergency repairs. While the tenant seeks an order that the landlord perform repairs to the primary heating system for the rental unit, I find little evidence that the issue is urgent or necessary for the health and safety of the occupants. The

evidence of the tenant is that the temperature in the rental unit is around 17-18 degrees and that they would like it to be consistently at 22 degrees.

The tenant continues to reside in the rental unit. While the tenant may express some discomfort there is little evidence that the temperature within the suite has any risks to the health or safety of the occupants. The evidence of the tenant is that the temperature within the rental unit is a few degrees lower than what they prefer. I find that this is a matter of personal preference rather than a situation that requires urgent intervention for the preservation of health and safety. The undisputed evidence is that the tenant has continuously occupied the rental unit since the start of the tenancy. I also note that given the rising temperature outdoors during the summer months, this is not a situation where the tenant is at risk of exposure to the elements or is likely to suffer any negative health effects.

I do not find that the tenant has demonstrated that there is a need for emergency repairs as defined under the Act. Consequently, I dismiss the tenant's present application without leave to reapply.

Conclusion

The tenant's application is dismissed without leave to reapply.

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: August 10, 2021

Residential Tenancy Branch