



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HOME LIFE ADVANTAGE REALTY LTD. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ERP, FFT

Introduction

On August 23, 2021, the Tenants applied for dispute resolution under *the Residential Tenancy Act* (“the Act”) seeking the following relief:

- for an order that the Landlord make emergency repairs to the rental unit.

The matter was scheduled for a teleconference hearing. The Tenant J.D. and the Landlord’s agents (“the Landlord”) were present at the hearing. At the start of the hearing, I introduced myself and the participants. The hearing process was explained. The parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to present affirmed oral testimony and to make submissions during the hearing.

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.

Preliminary and Procedural Matters

The application for dispute resolution includes the names of tenants who live in different rental units under separate tenancy agreements on the rental property. The tenants share the same concern regarding a well water issue on the property. The tenants were informed that the application before me would proceed based on one of the tenancies and the other tenant(s) could participate as witnesses. The hearing proceeded for the Tenants residing at the address identified as “Main” in the application.

While this Decision applies to the Tenants residing in the main unit, it may resolve the concerns or issues of other tenants living on the residential property. The other tenants are at liberty to apply for dispute resolution based on their own particular circumstances.

Issue to be Decided

- Are the Tenants entitled to an order that the Landlord make emergency repairs to the rental unit or property?

Background and Evidence

The Landlord and Tenant agreed that the tenancy began on January 1, 2018 on a month-to-month basis. Rent in the amount of \$2,130.00 is due to be paid to the Landlord by the first day of each month. The Tenants paid the Landlord a security deposit of \$1,000.00 and a pet damage deposit of \$1,000.00.

Both parties provided a copy of the tenancy agreement. The tenancy agreement indicates that water is included in the rent. The source of water is from a well /water table.

The Tenant testified that at the start of the tenancy she noticed substantial staining in the washing machine and sink from the water. She stated that she requested a water test and was informed the water was potable.

In May 2018 the Tenant noticed low water pressure and dirt in the water and a plumber attended the rental unit found dirt running through the taps; cleaned filters and stated the water system is in failure.

The Tenant testified that in November 2018 she asked the Landlord to deal with the water issues. The Tenant testified that on February 25, 2019 she again asked the Landlord to deal with the water problem. The Tenant testified that the Landlord informed her that fixing the problem would cost several thousands of dollars.

The Tenant testified that in March 2019 she arranged and paid for a company to perform a water test and the resulting report stated that the water system was in deplorable condition and the pump system was not being maintained. The Tenant provided a copy of the water test result and another water test result dated May 7, 2019.

The Tenant stated that in June 2019 she arranged for an inspection by the local health board but cancelled the inspection when the Landlord's son promised to deal with the water issue.

The Tenant stated that in 2019 the Landlord informed her that repairing the water system is a big job and the Landlord is not sure the Tenants would be able to remain on the property.

The Tenant testified that in April 2020 a plumber attended and stated that the system is in failure. The Tenants stated that a copy of the report was not provided to the Tenants only the Landlord.

The Tenant stated that the Landlord is not taking adequate and timely steps to make repairs. The Tenant stated that they are purchasing four large water jugs each week for cooking and drinking. The Tenant stated that they are washing and showering with the well water. The Tenants provided a short video clip file showing dirty brown water coming from a tap.

In reply, the Landlord stated that the water system has challenges; however, the Landlord was out to the rental property on September 14, 2021 and got a result indicating the water is potable.

The Landlord stated that the owners purchased the 40-year-old home in 2017 and the minerals in the well water could be causing the water pipes to break down.

The Landlord stated that they have sent several plumbers to the property to clean and aerate the lines and get the system fixed. The Landlord's documentary evidence includes an invoice from a plumber dated April 2018 which states that there is high corrosion in the water supply lines and plugged filter screens.

The Landlord pointed out that with consideration to the water issues, they have chosen to not issue any recent rent increases to the Tenants. The Landlord confirmed that they have not reduced the rent because of the water issues.

The Landlord stated that they are doing their best and the Landlords may need to end the tenancies in order to make repairs.

The Landlord stated that they are currently working on setting up a new system attached to the well. The Landlord stated that the repair is a new pump system and

filtration system. The Landlord stated that the work should be complete within the next couple of weeks.

The Landlord stated that hooking the property up to city water is not available at this time.

In reply, the Tenant asked the Landlord where they got the recent water sample as nobody has been on the property since September 14, 2021. The Landlord replied that the water sample was taken from the source around September 14, 2021 and sent to lab for analysis.

The Tenant stated that she is frustrated because the water is orange, has dirt in it, and the water pressure is low. She stated she is "all for" any work that will fix the system.

Analysis

Section 32 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 of the Act provides that "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.

Based on the above, the testimony and evidence of the Tenant and Landlord, and on a balance of probabilities, I make the following findings:

I find that the tenancy agreement provides that water is included in the rent and I find that water for the rental property comes from a private well /water table. I find that the Landlord is responsible to provide water to the rental unit and to maintain the water system.

I have considered whether or not the Landlord has breached the requirement under section 32 of the Act regarding health, safety and housing standards required by law, and with regard to the age, character, and location of the rental unit, making it suitable for occupation by a Tenant.

I find that the Landlord has a duty to maintain and repair the water system in a state that complies with health and safety standards. I find that the Tenants are entitled to clean potable water safe for cooking and consumption. I find that the provision of water includes adequate water pressure for cooking, cleaning, and showering. While neither party provided any health or safety standards information for well water systems, I find that it is reasonable to expect that the Landlord should be testing and maintaining the well water system on a regular schedule or basis. While the Landlord stated that there are recent results for a water quality test, the analysis report was not provided to the Tenant and was not before me in this hearing.

I find that there is a problem with the water quality and provision of the well water. I accept the evidence that the water coming from the taps in the rental unit is discolored, and I find that it is more likely than not to contain dirt. I also accept the Tenant's evidence that water pressure is very low. I am mindful that the problem may be with the water lines rather than the source of the water.

I find that the Landlord is breaching section 32 to the Act by failing to provide the Tenant with clean water safe for cooking, cleaning, and consumption.

I find that an emergency repair to the water system is necessary for the health and safety of the Tenants.

With consideration to the Landlord's current efforts to fix the water system, I order the Landlords to have their ongoing repairs to the water system completed within three weeks of receiving this Decision.

If the Landlord fails to complete the repairs, or if the repairs do not improve the water quality to the taps and water pressure, the Tenants are at liberty to apply for dispute resolution seeking monetary compensation and/ or a monthly rent reduction due to a reduction of value in the tenancy until such time as the water system is repaired to provide clean water with adequate water pressure for cleaning, washing, and bathing.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. I order the Landlord to repay the \$100.00 fee that the Tenants paid to make application for dispute resolution. I authorize the Tenants to withhold the amount of \$100.00 from one (1) future rent payment.

Conclusion

I find that the provision of water is included in the rent and that there is problem with the quality and provision of well water to the taps of the rental unit.

I find that the Landlord is breaching section 32 to the Act by failing to provide the Tenant with clean water for cleaning, cooking, and consumption.

I order the Landlords to have the repairs to the well water system completed within three weeks of receiving this Decision.

If the Landlord fails to complete the repairs, or if the repairs do not improve the water quality and water pressure, the Tenants are at liberty to apply for monetary compensation and/or a monthly rent reduction due to a reduction of value in the tenancy.

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: October 05, 2021

Residential Tenancy Branch