



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

ERP and FF

Introduction

This hearing was convened in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied for an Order requiring the Landlord to make emergency repairs to the rental unit and to recover the filing fee from the Landlord for the cost of this Application for Dispute Resolution.

The Tenant stated that on September 23, 2021 the Dispute Resolution Package was posted on the Landlord's door. The Landlord acknowledged receipt of these documents.

In September of 2021 the Tenant submitted evidence to the Residential Tenancy Branch. The Tenant stated that this evidence was served to the Landlord with the Dispute Resolution Package. The Landlord stated that this evidence was not received.

The Landlord submitted a Proof of Service of hearing documents, which is signed by a witness. This document does not specifically declare what documents were posted on the door of the rental unit. I therefore find that it is insufficient to corroborate the Tenant's testimony that evidence was posted on September 23, 2021 or to refute the Landlord's testimony that evidence was not received. I therefore could not consider the Tenant's evidence at these proceedings.

The Landlord and the Tenant were advised that the hearing would proceed; that the Tenant could discuss her documentary evidence at the hearing; and if it was necessary for me to view the evidence the hearing would be adjourned to provide the Tenant with the opportunity to re-serve her evidence to the Landlord.

The Tenant's evidence consists primarily of photographs that corroborate her submission that there were plumbing problems in the rental unit. As the Landlord does not dispute the Tenant's submission that there were plumbing problems, I find the Tenant's evidence will not be substantive and that there is no need to adjourn this hearing for the purposes of re-serving that evidence.

The participants were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each participant affirmed that they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The participants were advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. Each participant affirmed they would not record any portion of these proceedings.

Issue(s) to be Decided

Is there a need to issue an Order requiring the Landlord to repair the plumbing?

Background and Evidence

The Landlord and the Tenant agree that this tenancy began on September 05, 2020 and that the Tenant is still living in the rental unit.

The Tenant stated that she has recently experienced a variety of plumbing issues, including:

- The bathtub draining slowly;
- Sewage at the bottom of the bathtub after it has drained;
- Water leaking from the plumbing below a sink;
- The toilet bubbling after being flushed;
- The toilet clogging after a shower; and
- Water draining slowly in the toilet after it is flushed.

The Tenant stated that the Landlord was advised of the plumbing issues on September 09, 2021. The Landlord agrees that some plumbing issues were reported by the Tenant on September 09, 2021.

The Landlord and the Tenant agree that a plumber attended the rental unit on September 27, 2021, at which time the plumbing problems were fixed. The Landlord and the Tenant agree that the plumber flushed the drainage system during this visit and that he fixed the leaking sink.

The Landlord and the Tenant agree that plumbing problems were again reported to the Landlord on October 09, 2021.

The Landlord and the Tenant agree that a plumber came to the rental unit on October 14, 2021, at which time the plumbing was inspected with a camera. The parties agree that the drainage system was flushed again on October 14, 2021.

The Tenant stated that the plumber who came on October 14, 2021 told her that during the inspection he did not detect any clogs, although he noticed a “lip” in the plumbing. She stated that the plumber told her the “lip” was likely causing the drainage problems.

The Landlord stated that the plumber who came on October 14, 2021 told her that he did not detect any clogs; that he noticed a “lip” in the plumbing, although she does not know what that means; and that he did not recommend that she repair the “lip”.

The Landlord and the Tenant agree that no further plumbing problems have been experienced since October 14, 2021.

The Tenant stated that another tenant in the residential complex told her that he has also experienced plumbing issues. The Landlord stated that the other tenant told her he has been able to resolve any plumbing issues experienced with a plunger.

The Landlord stated that:

- She has had a plumber inspect the plumbing on three occasions since the tenancy started;
- Each plumber told her the drains were not clogged;
- Each plumber flushed the drains even though a clog was not detected;
- Each plumbing visit has cost \$400.00;
- Each plumber told her the drains may becoming clogged because the Tenant was flushing too much toilet paper or otherwise flushing improperly;
- She has not had reports of plumbing issues with previous tenants; and
- None of the plumbers have recommended repairs.

Analysis

Section 32(1) of the *Residential Tenancy Act (Act)* requires landlords to provide and maintain residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law, and, having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant. I find that section 32(1) of the *Act* obligates landlords to ensure the plumbing in a rental unit is functioning properly.

On the basis of the undisputed evidence, I find that the Tenant has experienced plumbing problems in the rental unit on more than one occasion during this tenancy.

I find that there is insufficient evidence to determine whether the plumbing problems have been caused by the Tenant using the system inappropriately or whether they are the result of a systemic plumbing problem.

I therefore Order the Landlord to obtain a written report from the plumber who inspected the system with a camera on October 14, 2021 or from any other plumber who is able to inspect the system with a camera. The written report from the plumber should declare whether the plumbing is functioning properly and whether any repairs are needed to ensure the plumbing will continue to function properly. In the event the report indicates repairs are needed to ensure the plumbing will continue to function properly, I hereby Order the Landlord to make the recommended repairs no later than November 30, 2021. In the event the report indicates repairs are not needed to ensure the plumbing will continue to function properly, I hereby Order the Landlord to provide a copy of that report to the Tenant no later than November 30, 2021.

As the plumbing in the unit was not functioning properly when the Tenant filed this Application for Dispute Resolution, I find that the Tenant is entitled to compensation, in the amount of \$100.00, for the cost of filing this Application for Dispute Resolution.

Conclusion

The Landlord is obligated to comply with the Orders made in this decision, which are underlined in my analysis.

The Tenant has established a monetary claim, in the amount of \$100.00, in compensation for the fee paid to file this Application for Dispute Resolution and I grant the Tenant a monetary Order for that amount. In the event that the does not comply with this Order, it may be served on the Landlord, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

In the event the Tenant does not wish to enforce the monetary Order through the Province of British Columbia Small Claims Court, the Tenant has the right to reduce one monthly rent payment by \$100.00.

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 19, 2021

Residential Tenancy Branch