



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP, FFT

Introduction

This hearing was convened as a result of the Tenants' Application for Dispute Resolution, made on October 1, 2021 (the "Application"). The Tenants applied for an expedited hearing for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order for emergency repairs; and
- an order granting recovery of the filing fee.

The Tenants and the Landlord's Agent D.T. attended the hearing at the appointed date and time. At the start of the hearing, the parties acknowledged service and receipt of their respective Application and documentary evidence packages. As such, I find the above-mentioned documents were sufficiently served pursuant to Section 71 of the *Act*.

The parties were given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me. 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.

Issue(s) to be Decided

1. Are the Tenants entitled to an order for the Landlord to make emergency repairs to the rental unit, pursuant to Section 62 of the *Act*?
2. Are the Tenants entitled to the recovery of the filing fee, pursuant to Section 72 of the *Act*?

Background and Evidence

The parties testified and agreed to the following; the tenancy began on March 31, 2018. Currently, the Tenants are required to pay rent in the amount of \$6,600.00 to the Landlord on the first day of each month. The Tenants paid a security deposit in the amount of \$9,900.00 which the Landlord continues to hold.

The Tenants testified that they have experienced ongoing problems with leaks at the rental unit since November 2018. The Tenants stated that they have notified the Landlord's Agent on each occasion, however, the Landlord employs unqualified trades persons who do not resolve the leaks. The Tenants stated that the rental unit has up to 8 leaks. The Tenants stated that as of October 10, 2021 they have confirmed yet another leak, which resulted in the ceiling collapsing in the rental unit. The Tenants are concerned that the leaks are not being properly addressed and that they are causing cosmetic damage to the rental unit and damage to their personal property.

The Landlord's Agent stated that the Landlord has taken previous action to repair the leaks. The Landlord's Agent stated that he was unaware of the most recent leak on October 10, 2021 and had been under the impression that the leaks had stopped. The Landlord's Agent agreed during the hearing that he is willing to retain the services of a licensed and qualified trades person to inspect, assess and where work is required to repair the rental unit to a state whereby there are no more leaks in the rental unit.

The Landlord's Agent stated that he is willing to have the licensed qualified trades person attend to assess and inspect the rental unit for leaks no later than November 15, 2021 and to have the necessary repairs completed no later than November 30, 2021.

Analysis

Based on the affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find:

According to Section 32 of the Act;

(1) 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...

(4) A tenant is not required to make repairs for reasonable wear and tear.

(5) A landlord's obligations under subsection (1) (a) apply whether or not a tenant knew of a breach by the landlord of that subsection at the time of entering into the tenancy agreement...

Section 33 of the Act states; **"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, ...

In this case, I accept that the parties agreed during the hearing that the Landlord will retain the services of a licensed and qualified trades person to inspect, assess and where work is required to repair the rental unit to a state whereby there are no more leaks in the rental unit. The parties agreed that the inspection and assessment is to be completed as soon as possible, but no later than November 15, 2021 and the subsequent repairs be completed no later than November 30, 2021.

Should the Landlord fail to take steps which were agreed upon during the hearing, the Tenants are at liberty to reapply for monetary compensation should they feel entitled to any. Furthermore, while it is understandable to wait until the leaks are resolved before completing cosmetic repairs to the damage caused by the leaks in the rental unit, it shall be noted that the Landlord is to comply with Section 32 of the Act with respect to repairs and maintenance of the rental unit in a timely fashion once the leaks have been addressed.

As the Tenants were required to submit this Application to reach resolution, I order the Tenants to recover their \$100.00 filing fee for the Application from the Landlord, by reducing their next monthly rent payment by \$100.00.

Conclusion

The parties agreed that the Landlord will retain the services of a licensed and qualified trades person to inspect, assess and where work is required to repair the rental unit to a state whereby there are no more leaks in the rental unit. The parties agreed that the inspection and assessment is to be completed as soon as possible, but no later than November 15, 2021 and the subsequent repairs be completed no later than November 30, 2021.

The Tenants are entitled to recover the \$100.00 filing fee for their Application, which may be deducted from the next rent payment.

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: November 02, 2021

Residential Tenancy Branch