



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP, FFT

Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* ("Act") for:

- an order requiring the landlord to complete emergency repairs to the rental unit, pursuant to section 33; and
- authorization to recover the filing fee for this application, pursuant to section 72.

Only the tenant appeared at the hearing. The tenant provided affirmed testimony and was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

The tenant testified and supplied documentary evidence that he served the landlord with the Notice of Hearing and Application for Dispute Resolution by email on October 25, 2021 along with proof that the email address was provided by the landlord for service. I am satisfied that the landlord has been served in accordance with section 89 of the *Act*. The hearing proceeded and completed in the absence of the landlord. I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant facts and issues in this decision.

Issue(s) to be Decided

Is the tenant entitled to an order requiring the landlord to perform emergency repairs to the rental unit?

Is the tenant entitled to recover the filing fee for this application from the landlord?

Background and Evidence

The tenant testified that the tenancy began on January 15th, 2017. The tenant testified that the monthly rent of \$800.00 a month is due on the 1st of each month. The tenant testified that he was issued a notice to end tenancy on October 17th, 2021. The tenant testified that the landlord's "arrogance" upset him to the point where he filed this application requesting emergency repairs. The tenant testified that the unit has had problems with the heat, hot water, and rat infestation from the time that he moved in. The tenant testified that the landlord has refused to conduct any repairs. The tenant testified that the heat and hot water works sometimes. The tenant testified that the issues have been intermittent throughout the tenancy. The tenant requests that an order be made compelling the landlord to repair the heat, hot water, and address the rat issue.

Analysis

Section 33 of the *Act*, states the following with respect to emergency repairs at a rental unit:

Emergency repairs

33(1) *In this section, "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.*

The tenant testified that the issues with the heat, hot water, and rats has been off and on since he moved in almost five years ago. The tenant testified that he was upset with the arrogance of the landlord for issuing him a notice to end tenancy and decided to file this application with the Branch. The tenant has not provided sufficient evidence to

show that the issues he filed for are urgent, or for the health and safety of anyone or for the preservation or use of the residential property.

In addition, the tenant has not provided sufficient evidence to show that he took reasonable steps to mitigate the damage or loss as required under section 7(2) of the *Act*. Waiting almost five years to request repairs clearly shows that the issues are not urgent. The tenant has provided *some* evidence that the property has been neglected, however, he has not provided sufficient evidence to meet the criteria as outlined above to be granted an order for an “emergency repair”, accordingly; I dismiss the tenants application in its entirety without leave to reapply.

Conclusion

The tenant’s application is dismissed in its entirety 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: November 23, 2021

Residential Tenancy Branch