



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Royal Lepage Aspire Realty  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ERP

### Introduction

The Tenant filed an Application for Dispute Resolution on January 6, 2022 seeking an order that the Landlord make an emergency repair to the rental unit. The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the "Act") on February 10, 2022.

In the hearing, I explained the hearing process and provided both parties the opportunity to ask questions. Each party confirmed they received the prepared evidence of the other in advance of the hearing. On this basis, the hearing proceeded as scheduled.

### Preliminary Matter

As the Arbitrator bound by the provisions of the *Act*, I am only ruling in this hearing on the issue outlined in the Application for Dispute Resolution. This is the Tenant's request for emergency repairs for heat and hot water in the rental unit.

The parties discussed issues that are the subject of a separate application by the Tenant, in an upcoming hearing in March. I make no ruling on those issues. The parties also advised the tenancy will end by that time. If the parties agree no hearing is needed for the other matters, they can contact the Residential Tenancy Branch to have the Tenant's other application withdrawn.

### Issue to be Decided

Is the Landlord obligated by s. 32 of the *Act* to make emergency repairs to the rental unit as requested by the Tenant?

### Background and Evidence

On their Application, the Tenant presented the issue succinctly: “There has been no heat and hot water in my unit since Dec 20.” At the outset of the hearing, the Tenant advised these issues were resolved by January 7, 2022. The Landlord confirmed the same in the conference call. Both parties alluded to the difficulty with messaging from December 20 onward. The Landlord summarized their visit on that same day, and then subsequent visits with an electrician and a plumber. Both parties confirmed their contact information was clear and established going forward.

### Analysis

The *Act* s. 32 sets out the landlord obligations for repairs to the rental unit. The “emergency repairs” are defined under s. 33 of the *Act*.

I am satisfied the landlord undertook to have repairs completed. This was accomplished on January 7, 2022. In effect, the immediate issue of repairs is resolved. Therefore, I dismiss the Tenant’s request for emergency repairs.

### Conclusion

I dismiss the Tenant’s application for the Landlord to make emergency repairs, without leave to reapply.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: February 10, 2022

---

Residential Tenancy Branch