



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP

Introduction

The Tenant filed an Application for Dispute Resolution on February 20, 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 March 11, 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. I confirmed each party served evidence in line with the *Residential Tenancy Branch Rules of Procedure*. On this basis, the hearing proceeded as scheduled.

Issue(s) 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 outlined that they told the Landlord sewage was coming into their bathtub. The Landlord in response to this allegedly stated to the Tenant that they should call the plumber on their own and pay for it. Upon the plumber’s visit the following day, that plumber was “intercepted” by the Landlord who then would not allow that plumber to empty the main septic tank at the home.

In the hearing, the Tenant presented that they contacted a drain specialist the evening of January 18, being the day they noticed the problem in their bathtub. The specialist visited the next day; however, before the Tenant arrived at the rental unit the Landlord had consulted with drain specialist who resolved the issue. The Tenant was informed by the drain specialist that the caller must be the person who is invoiced. Despite this, the Landlord paid directly the following day, January 19. This was without the Tenant's involvement in the drain specialist's visit. After this, the Landlord requested payment from the Tenant for one-half of that invoice amount.

The Tenant presented that the specific problem of sewage in the bathtub did not reoccur; however, they twice experienced an overflow of their toilet since that time.

In the hearing, the Landlord presented that they were aware of the issue with the Tenant's overflow on January 18, and instructed the Tenant to call a plumber. On January 19, the drain specialist came to the Landlord's own door (which is above that of the rental unit), and the Landlord opened the area for the drain specialist who unblocked the system. While the drain specialist examined the septic system in place at the property, they did not perform work on that, despite identifying a problem.

The Landlord presented the schematics of the septic system in place at the property. On February 28, 2022, the Landlord's long-standing septic service emptied the septic tank. In the hearing, the Landlord maintained that it is "nearly impossible for the septic tank to cause a backup – the only way is if the pump fails."

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 oversaw the repair of the issue on the day following the Tenant's call to them identifying the issue. Though the Tenant made the call to the drain specialist, the Landlord paid the invoice at that time. I find the immediate issue requiring repaid was resolved and the Landlord did not fail in their obligation as stated in the *Act* and the tenancy agreement. This was accomplished on January 19, 2022. As a measure of surety, the Landlord had the septic tank emptied on February 28, 2022.

I find the Landlord resolved the immediate issue requiring a repair; 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: March 11, 2022

Residential Tenancy Branch