



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Cascadia Apartment Rentals Ltd. and
[tenant name suppressed to protect privacy]

Dispute Codes

ERP, FFT

DECISION

Introduction

The Tenant filed an Application for Dispute Resolution on February 14, 2022 seeking an order that their Landlord make an emergency repair to the rental unit. Additionally, they applied for reimbursement of the Application filing fee. The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on March 24, 2022. In the hearing, I explained the hearing process and provided both parties the opportunity to ask questions.

Both parties attended and had the chance to speak to the issues at hand. Each side confirmed they received the prepared documentary evidence of the other.

Issues 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?

Is the Tenant eligible for reimbursement of the Application filing fee, pursuant to s. 72 of the *Act*?

Background and Evidence

On their Application, the Tenant listed two issues for the hearing. One is the closet repair needed from flooding three months ago when the drywall was removed with cardboard put in its place. Second, the toilet “overflows every night.”

In the hearing, the Tenant described the issue of flooding within their unit that started virtually since they moved in. The last time in October 2021 it ruined drywall within the rental unit, after “3 inches of water within the bedroom.” Their summation was that this was coming from the adjacent laundry room. The Tenant described their notifications to the Landlord via the

Landlord's own website form; however, this doesn't allow the Tenant to keep a record of the online form that is submitted without a copy provided to them.

The Landlord acknowledged the problem of flooding since last year. This comes from a drainpipe outside the rental unit going into the parkade. Because the building is somewhat old, the building of the wall separate that space from the Tenant's own rental unit is of now inferior quality. When heavy rains persist, water enters to the Tenant's rental unit.

The Landlord examined the issue with outside (i.e., non-building) maintenance who informed the Landlord it was a process that involved some amount of waiting to determine the source of rainwater. The Landlord completed drywall repair within the Tenant's unit on March 4, 2022, and as of the date of the hearing there had been no more flooding in the rental unit. The Landlord in the hearing also provided that repair to the outside area involving the parkade wall was fixed as well. They acknowledged delay on this repair due to persistent heavy rain, compounded with public health measures in place at the time.

The Tenant acknowledged the repair of the drywall in the closet space.

The Tenant described the issue with the toilet as bubbles – much like soap – emanating from the toilet. This occurs at around midnight or early morning. According to the Tenant: "It's definitely soap."

The Landlord also investigated this issue. They had maintenance visit to investigate the issue and they determined it was not backup soap from any laundry. They stated: "It looks like the Tenant is using laundry soap to clean the toilet." The Landlord also checked with all other rental units in the property and determined there was no laundry or other sources of soap in use by other tenants.

The Tenant responded to this to inform that maintenance person who visited that they don't put soap into the toilet. They stated the maintenance staff told them it was definitely coming from the sewer. The toilet was re-sealed by maintenance staff. In the hearing, the Tenant in response to the direct question on their toilet-cleaning method stated they use "V.I.P. diluted with water" – this is a biodegradable soap.

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 had repairs completed. This was accomplished on March 4, 2022. I find the Landlord also completed repair into the larger issue of outside building walls not preventing rainwater from entering the Tenant's unit to an inordinate degree. In effect, the immediate issue of emergency repairs is resolved. Therefore, I dismiss the Tenant's request for emergency repairs.

The Landlord fully investigated the Tenant's issue with their toilet overflowing with soap. This entailed checking on all other units in the rental unit property as to a possible cause. The Landlord identified the reason as the Tenant's choice of product used to clean the toilet. This is an all-purpose cleaner as stated by the Tenant in the hearing. I find, on a balance of probabilities, that the problem with the toilet exists because of the Tenant's own choice of cleaning product. It is not specific to toilet cleaning. I advise the Tenant to use a different, toilet-specific product in order to stop infringing on the Landlord's time and resources investigating that issue. There is nothing further for the Landlord to complete for repairs on that specific issue. I caution the Tenant that a failure to adapt their product for the toilet could lead to damage within the bathroom for which they may be liable for compensation to the Landlord if repairs for damage are needed.

As the tenant was not successful in their Application, I find they are not entitled to recover the \$100 filing fee.

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 25, 2022

Residential Tenancy Branch