



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 tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- an order to the landlord to make emergency repairs to the rental unit pursuant to section 33;
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The tenant was assisted by a family member.

The parties were made aware of Residential Tenancy Rule of Procedure 6.11 prohibiting recording dispute resolution hearings and the parties each testified that they were not making any recordings.

As both parties were present service was confirmed. The parties each testified that they received the respective materials and based on their testimonies I find each party duly served in accordance with sections 88 and 89 of the *Act*.

At the outset of the hearing the parties corrected a typographic error in identifying the dispute address. The corrected address is used in the style of cause for this decision.

Issue(s) to be Decided

Should the landlord be ordered to make emergency repairs to the rental unit?
Is the tenant entitled to recover their filing fee from the landlord?

Background and Evidence

While I have turned my mind to all the documentary evidence and the testimony of the parties, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the claim and my findings around each are set out below.

This tenancy began in 2020. The monthly rent is \$2,050.00 payable on the first of each month. The rental unit is a suite in a multi-unit building.

The parties agree that there were issues with the heater system in the suite leaking liquid onto the floors, first noticed and reported in 2021. The parties state that the issue has subsequently been resolved with repairs being completed by the landlord's agent.

The tenant submits that due to the leaks mould has grown on the surfaces and under the carpeting in the rental unit. The tenant seeks repairs, specifically mould abatement in the rental unit. The tenant submitted into evidence a video clip showing some areas of the rental unit.

Analysis

In this application for dispute resolution the tenant submits that they are seeking emergency repairs for health or safety reasons.

Section 33 of the *Act* describes "emergency repairs" as those repairs that are urgent, necessary for the health or safety of anyone or for the preservation or use of residential property, and made for the purposes of:

- repairing major leaks in pipes or the roof,
- damage or blocked water or sewer pipes or plumbing fixtures
- the primary heating system
- damaged or defective locks that give access to the rental unit
- the electrical systems
- in prescribed circumstances, a rental unit or residential property

I find that there is insufficient evidence to conclude that the nature of the relief sought by the tenant falls into the category of emergency repairs. The tenant believes that there is mold in the rental unit arising from an earlier leak. The parties testified that the leaks and malfunctioning heating system have been resolved. I find that the presence of mould is not a grounds for emergency repairs as set out above.

While the tenant submits that there is mould in the rental unit as a result of water ingress, and that it poses a health hazard, I find there is insufficient evidence that there is mould in the rental unit requiring the landlord's intervention. I find that a single undated video clip of a portion of the rental unit to be insufficient to establish that there is mould in the rental unit. I find that much of the tenant's application consists of conjecture and supposition without sufficient evidence in support.

The tenant also made other complaints about reduction in the value of the tenancy and a breach on the part of the landlord in their delay in making repairs that give rise to a monetary award. I find these issues are not identified in the tenant's present application and are therefore not before me.

I find that the tenant has not met their evidentiary onus to establish that there is the need for any repairs and the issues identified do not fall within the definition of emergency repairs as set out in the *Act*. Accordingly, I dismiss the tenant's present application.

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: April 8, 2022

Residential Tenancy Branch