



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

ERP, FFT

Introduction:

This hearing was convened in response to an Application for Dispute Resolution filed by the Tenants in which the Tenants applied for an order requiring the Landlord to make emergency repairs and to recover the fee for filing this Application for Dispute Resolution.

The Tenant with the initials “TN” stated that on April 22, 2022 the Dispute Resolution Package and evidence submitted to the Residential Tenancy Branch in April of 2022 was sent to the Landlord, via registered mail. The Agent for the Landlord acknowledged receipt of these documents and the evidence was accepted as evidence for these proceedings.

The participants were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each participant affirmed that they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The participants were advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. Each participant affirmed they would not record any portion of these proceedings.

Preliminary Matter

The Tenants and the Agent for the Landlord agree that the Respondent named on the Application for Dispute Resolution is not the Landlord named on the tenancy agreement.

The Agent for the Landlord stated that the Respondent named on the Application for Dispute Resolution is an agent for the Landlord named on the tenancy agreement.

With the consent of all parties, the Application for Dispute Resolution was amended to reflect the name of the Landlord as it appears on the tenancy agreement.

Issue(s) to be Decided:

Is there a need to issue an order requiring the Landlord to make emergency repairs?

Background and Evidence:

The Tenants and the Agent for the Landlord agree that:

- The tenancy began in 2015;
- The rental unit is on the ground floor of a three-story residential complex;
- On January 08, 2022 the Tenants reported that water was leaking into the rental unit; and
- A leaking roof is the source of the water egress.

The Tenant with the initials "TN" stated that:

- The photographs submitted in evidence by the Tenants show the damage caused by the water egress in the interior of the rental unit; and
- The water has caused additional interior damage since the photographs were taken.

The Agent for the Landlord stated that he has not seen the interior of the rental unit recently, so he does not know the extent of the damage inside the unit.

The Agent for the Landlord stated that:

- The weather caused a delay in repairing the roof;
- Approximately 2-3 weeks ago a roofing company discovered and repaired the source of the leak;
- He has not been told the roof is still leaking;
- Now that he has been told the roof is still leaking, he will have the roofing company conduct a leak test to ensure the repairs were successful;
- The Landlord intends to repair all of the water damage to the interior of the rental unit; and
- Licensed contractors are scheduled to commence the interior repairs at the end of this week or the beginning of this week.

The Tenant with the initials “TN” stated that:

- He was not informed the roof was recently repaired;
- Water is still leaking into the rental unit when it rains;
- He did not recently inform the Landlord that water was still leaking into the unit when it rains, as he did not know repairs had been completed; and
- Because there have been several previous roof leaks, he would prefer the Landlord was directed to replace the roof rather than repair it.

Analysis:

Section 32(1) of the *Residential Tenancy Act (Act)* requires a landlord to provide and maintain residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law, and having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant. This, in my view, requires a landlord to repair a leaking roof and to fix any significant damage that occurred as a result of a leaking roof.

On the basis of the undisputed evidence, I find that the roof began leaking in January of 2023. On the basis of the testimony of the Agent for the Landlord, I find that the roof was recently repaired. On the basis of the testimony of the Tenant, I find it possible that the repairs made to the roof were inadequate.

On the basis of the undisputed testimony of the Tenant and the photographs submitted in evidence, I find that the interior of the rental unit has been damaged by the leaking roof and needs repair.

To ensure the Landlord complies with section 32(1) of the *Act*, I order the Landlord to:

- Have a qualified roofing company conduct a water test on the roof to ensure the roof is no longer leaking, no later than June 15, 2022;
- In the event it is determined the roof is not still leaking, provide the Tenants with a written document from the roofing company which declares the roof repairs have been successful, no later than June 30, 2022;
- In the event it is determined the roof is still leaking, have a qualified roofing company make all necessary repairs to the roof, no later than July 15, 2022;
- Have a qualified construction company begin repairs to the interior of the rental unit within two weeks of determining the roof has been fully repaired; and
- Repair all water related damage to the rental unit no later than 8 weeks after embarking upon the repairs.

While I accept the Tenants' submission that there have been on-going problems with the roof, I do not find it necessary to order the Landlord to replace the entire roof. I find that a landlord has the right to comply with section 32(1) of the *Act* in the most cost-effective method available. As the parties were advised at the hearing, however, the Tenants have the right to file an application for compensation for a breach of their right to quiet enjoyment of the unit if the roof leaks again in the near future.

I find that the Tenants' Application for Dispute Resolution has merit and that the Tenants are entitled to recover the fee paid to file this Application.

Conclusion:

The Tenants have established a monetary claim of \$ \$100.00 as compensation for the cost of filing this Application for Dispute Resolution, and I am issuing a monetary Order in that amount. In the event that the Landlord does not voluntarily comply with this Order, it may be filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

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: May 25, 2022

Residential Tenancy Branch