



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes**      ERP

#### **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.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. Both parties were clearly informed of the RTB Rules of Procedure about behaviour including Rule 6.10 about interruptions and inappropriate behaviour, and Rule 6.11 which prohibits the recording of a dispute resolution hearing by the attending parties. Both parties confirmed that they understood.

The landlord confirmed receipt of the tenant's dispute resolution application ('Application'). In accordance with section 89 of the *Act*, I find that the landlord duly served with the Application. All parties confirmed receipt of each other's evidentiary materials.

#### **Issues to be Decided**

Is the tenant entitled to an order requiring the landlord to make emergency repairs to the rental unit?

#### **Background and Evidence**

While I have turned my mind to all the documentary evidence properly before me and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of this application and my findings around it are set out below.

The tenant testified that they had entered into a tenancy agreement with the landlord to reside in an unfinished cabin on the landlord's property beginning on March 27, 2022. The tenant testified that rent was \$700.00 for the first month, and reduced to \$600.00 after that. The tenant testified that a security deposit of \$300.00 was collected by the landlord.

The tenant filed this application as they do not have access to running water in the cabin. The tenant testified that the cabin contains a bedroom, living, room, and kitchen, but no bathroom or plumbing. The tenant testified that they had requested that the landlord provide running water many times, but the landlord has not complied. The tenant testified that they have a daughter, and would not be able to provide proper care without running water and proper facilities.

The landlord testified that the cabin is situated about 100 meters away from the landlord's home, and that both parties had entered into an agreement for the tenant to reside in the unfinished cabin for \$600.00 per month plus additional 20 hours of labour per week. which would go towards funding the installation of a bathroom. The landlord testified that the cabin was rented without running water, and that the tenants had access to water through a well or provided by the landlord at the landlord's home. The landlord testified that a new bathroom would cost \$70,000.00 to install. The landlord denies that emergency repairs are required in the cabin, and that the tenant is requesting improvements that are not part of the tenancy agreement.

### **Analysis**

Section 33 of the *Act* states the following in regards to emergency repairs:

### **Emergency repairs**

**33** (1) In this section, "**emergency repairs**" means repairs that are

- (a) urgent,
- (b) necessary for the health or safety of anyone or for the preservation or use of residential property, and
- (c) made for the purpose of repairing
  - (i) major leaks in pipes or the roof,

- (ii) damaged or blocked water or sewer pipes or plumbing fixtures,
- (iii) the primary heating system,
- (iv) damaged or defective locks that give access to a rental unit,
- (v) the electrical systems, or
- (vi) in prescribed circumstances, a rental unit or residential property.

(3) A tenant may have emergency repairs made only when all of the following conditions are met:

- (a) emergency repairs are needed;
- (b) the tenant has made at least 2 attempts to telephone, at the number provided, the person identified by the landlord as the person to contact for emergency repairs;
- (c) following those attempts, the tenant has given the landlord reasonable time to make the repairs...

(5) A landlord must reimburse a tenant for amounts paid for emergency repairs if the tenant

- (a) claims reimbursement for those amounts from the landlord, and
- (b) gives the landlord a written account of the emergency repairs accompanied by a receipt for each amount claimed.

(6) Subsection (5) does not apply to amounts claimed by a tenant for repairs about which the director, on application, finds that one or more of the following applies:

- (a) the tenant made the repairs before one or more of the conditions in subsection (3) were met;
- (b) the tenant has not provided the account and receipts for the repairs as required under subsection (5) (b)...

(7) If a landlord does not reimburse a tenant as required under subsection (5), the tenant may deduct the amount from rent or otherwise recover the amount.

In review of the evidence and testimony before me, I am not satisfied that emergency repairs are required under section 33 of the *Act*. Although I acknowledge the tenant's concerns about the lack of bathroom facilities, or running water inside the cabin, I do not find the evidence supports that this request qualifies as an emergency repair as the term is defined under section 33 of the *Act*. I find that this application pertains to a request for the landlord to provide access to a service or facility under section 65 of *Act*, which was not an issue included in the tenant's original application. As this hearing was set on an expedited basis to strictly deal with an application for emergency repairs under section 33 of the *Act*, I am unable to make any findings or orders in relation to section 65 of the *Act*. The tenant's application for emergency repairs is dismissed without leave to reapply as I am not satisfied that any emergency repairs are required under section 33 of the *Act*.

### **Conclusion**

The tenant's application is dismissed 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: June 28, 2022

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Residential Tenancy Branch