



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 for emergency repairs, pursuant to section 33; and
- authorization to recover the filing fee for this application from the landlord, pursuant to section 72.

The tenant, the landlord (landlord R.J.) and the landlord's wife and a co-owner of the subject rental property (landlord J.J.) attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

Both parties were advised that Rule 6.11 of the Residential Tenancy Branch Rules of Procedure prohibits the recording of dispute resolution hearings. Both parties testified that they are not recording this dispute resolution hearing.

Per section 95(3) of the Act, the parties may be fined up to \$5,000.00 if they record this hearing: "A person who contravenes or fails to comply with a decision or an order made by the director commits an offence and is liable on conviction to a fine of not more than \$5 000."

Both parties confirmed their email addresses for service of this decision and order.

Preliminary Issue- Amendment

The tenant used the shortened version of landlord R.J.'s first name and mis-spelled landlord R.J.'s last name on this application for dispute resolution. Landlord R.J. provided the correct spelling of his name in the hearing.

Pursuant to section 64 of the *Act*, I amend the tenant's application for dispute resolution to correctly spell landlord R.J.'s full first and last name. I note that neither party objected to the amendment in the hearing.

Preliminary Issue- Service

The tenant testified that she posted a copy of this application for dispute resolution and supporting evidence on landlord R.J.'s door on August 4, 2022. Landlord R.J. confirmed receipt of the above documents on August 4, 2022. I find that the above documents were served on landlord R.J. in accordance with the Director's Order dated March 1, 2021.

Landlord R.J. testified that his evidence was posted on the tenant's door on August 14, 2022. The tenant confirmed receipt on August 14, 2022. I find that the above documents were served on the tenant in accordance with section 88 of the *Act*.

Issues to be Decided

1. Is the tenant entitled to an Order for emergency repairs, pursuant to section 33 of the *Act*?
2. Is the tenant entitled to recover the filing fee for this application from the landlord, pursuant to section 72 of the *Act*?

Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of both parties, not all details of their respective submissions and arguments are reproduced here. The relevant and important aspects of the tenant's and landlord's claims and my findings are set out below.

Both parties agreed to the following facts. This tenancy began on February 15, 2019 and is currently ongoing. Monthly rent in the amount of \$1,100.00 is payable on the first day of each month. A security deposit of \$550.00 and a pet damage deposit of \$550.00 were paid by the tenant to the landlord. A written tenancy agreement was signed by both parties and a copy was submitted for this application.

Both parties agree that in November of 2021 a neighbour of the subject rental property cut down a tree which fell on the subject rental property causing damage to the roof and electrical system. Both parties agree that the landlord started to repair the damage in June of 2022.

Landlord R.J. testified that he obtained a building permit to complete the necessary repairs. Landlord R.J. entered into evidence a building permit for the tree damage dated April 6, 2022.

Both parties agree that on or around July 5, 2022 the landlord told the tenant that the power would need to be disconnect for a short period of one to two hours while repairs were made. Both parties agree that the power has not been restored since it was shut off on or around July 5, 2022.

Landlord J.J. testified that after BC Hydro disconnected the power for the repairs, they refused to re-connect the power because the service connection needed to be brought up to the current code.

Landlord R.J. testified that he has been working as hard as he can with the subject rental City, their general contactor and the electrical subcontractor to get the service connection upgraded and the power turned back on. Landlord J.J. testified that on July 29, 2022 she was successful in obtaining an electrical permit to complete the required electrical upgrades. Landlord R.J. entered into evidence emails between the subject rental City and landlord R.R. confirming same.

Landlord R.J. testified that an electrical service connection inspection of the subject rental property was conducted on August 10, 2022 which outlines all the required upgrades necessary to bring the service connection up to code and to re-connect the power. The above report was entered into evidence.

Landlord J.J. testified that the work to upgrade the service connection is complicated and not easily completed but that their electrician is working with the subject rental City to get the required work completed. Landlord R.J. testified that they don't have a completion date yet but are working on getting the upgrades completed and power back on.

Both parties agree that a generator was provided by the landlord's insurer until sometime at the end of July 2022 and that after that the only power accessible to the tenant has come from an extension cord run from the neighbour's home. The tenant testified that she cannot close her balcony door because that's where the extension cord runs through.

Analysis

Section 33(1) of the Act defines emergency repairs as those that are urgent, necessary for the health or safety of anyone or for the preservation or use of residential property and includes repairing electrical systems and in prescribed circumstances, a rental unit or residential property.

I find that repairs to the electrical system are emergency repairs as defined by section 33(1) of the *Act*. Based on the agreed testimony of both parties, I find that the subject rental property requires emergency repairs to the electrical service connection and electrical system.

Pursuant to my above findings, I Order landlord R.J. to:

- complete the emergency repairs to the electrical system as soon as possible to allow for power to be restored to the subject rental property, and
- provide the tenant with a generator within three days of receipt of this decision until the electrical repairs are made and electricity is restored.

I note that if landlord R.J. does not comply with the above orders, the tenant may file a monetary application against landlord R.J. if damages are suffered as a result of the landlord's non-compliance.

As the tenant was successful in this application for dispute resolution, I find that the tenant is entitled to recover the \$100.00 filing fee from the landlord, pursuant to section 72 of the *Act*.

Section 72(2) of the *Act* states that if the director orders a landlord to make a payment to the tenant, the amount may be deducted from any rent due to the landlord. I find that the tenant is entitled to deduct \$100.00, on one occasion, from rent due to the landlord.

Conclusion

I Order landlord R.J. to repair the electrical system and restore power to the subject rental property as soon as possible.

I Order landlord R.J. to provide the tenant with a generator within three days of receipt of this decision until the electrical repairs are made and power is restored.

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: August 19, 2022

Residential Tenancy Branch