



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 an Application for Dispute Resolution by the tenant filed under the *Residential Tenancy Act* (the “Act”) to have the landlord make emergency repairs for health or safety reasons.

Although I note the tenant has applied for emergency repairs: however, the detail within their application is requesting the landlord to provided services required by law, in this case electricity and water.

Only the tenant and KM appeared. The landlord did not appear.

KM testified that the landlord was served with the application and Notice of Hearing by registered mail sent on November 8, 2022, to the address the landlord provided in the tenancy agreement, and this is the same address the landlord provided the tenant on September 12, 2022, which was contained in a One Month Notice to End Tenancy for Cause, which has been disputed. I have noted the file number on the covering page of this Decision. A Canada post tracking number was provided as evidence.

KM testified that the package was returned and indicated that the landlord had moved.

KM testified that they also posted the documents to the commercial space of the premises on November 8, 2022, as that is the address the landlord used on the land title document, which was obtained on November 2, 2022.

KM testified that the package was also sent to the landlord’s last known email.

In this case, I am satisfied that the tenant served the landlord at the service address in the tenancy agreement which is the same address the landlord gave the tenant on September 12, 2022, by sending the documents by registered mail on November 8, 2022. I find the landlord was deemed served five days after it was mailed. It is the landlord's responsibility to ensure that they give the tenant a proper service address.

Issue to be Decided

Should the landlord be ordered to provided services?

Background and Evidence

The tenant was the original property owner. The tenant sold the property to the landlord in 2018. The parties entered into a tenancy agreement on September 14, 2018, which shows the tenant was to pay zero rent for the first two years or until the property was fully paid off by the landlord to the tenant in the amount of \$239,000.00. Filed in evidence is a copy of the tenancy agreement.

KM testified that the landlord turned the electricity off to the rental unit in February 2022 and has now recently turned off the water and has not paid the debt owed to the tenant. KM stated that the landlord was to turn the power back on but never did. KM stated that the tenant did not know what to do; however, has now asked for assistance.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

Section 27 of the Act states,

27 (1)A landlord must not terminate or restrict a service or facility if
(a)the service or facility is essential to the tenant's use of the
rental unit as living accommodation,

An "essential" service or facility is one which is necessary, indispensable, or fundamental.

In this case, the tenancy agreement shows that the electricity and water are included under the terms of that agreement. The landlord had these essential services turned off

to the rental unit contrary to the Act. I find the landlord has breached the Act as these are essential to the tenant's use of the rental unit as a living accommodation.

Therefore, I find it reasonable to make the following Orders against the landlord.

I Order the landlord that they must immediately have the electricity restored to the rental unit.

I Order the landlord that they must immediately have the water restored to the rental unit.

Should the landlord failed to comply with my Orders the landlord may be referred to the Compliance and Enforcement Unit for investigation and may be subject to an administrative penalty.

Conclusion

The tenant's application is granted. The landlord must comply with my above Orders.

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: November 24, 2022

Residential Tenancy Branch