



# 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* ("Act") for:

- an order requiring the landlord to perform emergency and regular repairs to the rental unit, pursuant to section 33; and
- authorization to recover the filing fee for this application pursuant to section 72.

At the outset of the hearing, I explained to the parties that as these hearings were teleconferences, the parties could not see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited and they were reminded to refrain from doing so.

All parties acknowledged these terms. As well, all parties in attendance provided a solemn affirmation. All parties acknowledged the evidence submitted and were given an opportunity to be heard, to present sworn testimony, and to make submissions. I explained the hearing and settlement processes to both parties. Both parties had an opportunity to ask questions. Both parties confirmed that they were ready to proceed with the hearing, they did not want to settle this application, and they wanted me to make a decision regarding this application. Neither party made any adjournment or accommodation requests. I have reviewed all oral and written submissions before me;

however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue(s) to be Decided

Is the tenant entitled to an order requiring the landlord to perform emergency and regular repairs to the rental unit?

Is the tenant entitled to the recovery of the filing fee from the landlord for this application?

### Background and Evidence

The tenant gave the following testimony. The tenant testified that the property is serviced by well water. The tenant testified that the landlord removed the pump on October 3, 2022 and that he has been without water since then. The tenant testified that he has had to wash his clothes at a laundromat and shower at the community center. The tenant testified that he has had friends bring him jugs of water daily. The tenant requests an order for the landlord to re-install the pump and provide water.

The landlord gave the following testimony. The landlord testified that the pump broke on October 9, 2022 but there is another smaller pump in the well and that the tenants have had unlimited access to water the entire time. The landlord testified that the tenants have not paid rent for nine months and are using this as a stall tactic to not have to pay. The landlord testified that he lives in the same house and that his water supply comes from the same well and is functioning.

### Analysis

It is worth noting that the relationship between the parties is an acrimonious one. Each party accused the other of fraud and lying. Each party made numerous allegations that the other owed them a significant amount of money. The landlord alleges that the tenants claim about no water is false as they are growing 150 marijuana plants. The tenants allege that the landlord has cost them a significant amount of money. Both parties continually referred to the above issues during the hearing.

The landlord stated that the tenants are manipulating the system and that the "system is broken at the RTB". The landlord requested that I address the non payment of rent file which the parties advised is scheduled for January 10, 2023. The landlord testified that

he contacted his MLA and also the Director of the Branch and was told that the hearing could not be moved up and was insistent that I address it. I advised each party numerous times that the issue before me to address is whether the tenants were entitled to an order to have the landlord conduct emergency repairs. I explained this several times and by the end of the hearing, both parties indicated that they understood.

When a party makes an application, they bear the burden of providing sufficient evidence to support their claim. The tenant testified that he has had not had water for over 35 days. However, the landlord lives in the same home and states that there is access to water and has been the entire time. The landlord testified that the tenant has been drawing it directly from the well that services this property. The tenant did not dispute this and was silent to the landlord's statement. In addition, the tenant indicated he had to wash his clothes at a laundromat and shower at a community center but did not provide sufficient supporting documentation to reflect that or witnesses to corroborate his statement that he has been receiving daily shipments of water from friends. I find that the tenant has failed to provide sufficient evidence to have me order that the landlord conduct emergency repairs; accordingly, I dismiss the tenants request for a repair order and dismiss the request to recover the filing fee.

### 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: November 07, 2022

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Residential Tenancy Branch