



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ERP, FF

### Introduction

This expedited hearing was convened as the result of the tenant's application for dispute resolution seeking remedy under the Residential Tenancy Act (Act). The tenant applied for an order requiring the landlord to make emergency repairs to the rental unit and recovery of the cost of the filing fee.

The tenant attended the hearing; the landlord did not attend.

The tenant testified that she served the landlord with her Application for Dispute Resolution, evidence, and Notice of Hearing (application package) by attaching the documents to the landlord's door, who lives on the same parcel of land, on December 7, 2022. The tenant also provided a witnessed, signed statement as to the delivery of the documents.

Based upon the submissions of the tenant, I find the landlord was sufficiently served notice of this hearing and the tenant's application in a manner complying with section 89(2) of the Act and the hearing proceeded in the landlord's absence.

The hearing process was explained to the tenant and thereafter, the tenant was provided the opportunity to present her evidence orally and to refer to relevant evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all evidence before me that met the requirements of the Residential Tenancy Branch (RTB) Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Issue(s) to be Decided

Is the tenant entitled to an order requiring the landlord to make emergency repairs to the rental unit and recovery of the cost of the filing fee?

Background and Evidence

The tenant submitted that the landlord has not provided a written tenancy agreement, despite many requests for the same. The tenant submitted that the tenancy began on May 1, 2022 and monthly rent is \$600.

In her application, the tenant writes the following:

*I informed the landlord that the 2 skylights in my bedroom were leaking in July 2022. His response was to remove the skylights completely & without notice thus leaving 2 open air spaces in my bedroom. He has since placed a tarp over these 2 open areas in the roof but water and debris come in more than ever, and I cannot keep the room heated. I have spoken & written to the landlord many times regarding this but he takes no action to repair the open ceiling. It is cold, wet & uninhabitable.*

In addition to the written description, the tenant testified to the following: The utility bills are extremely costly as the rental unit has open air exposure. The tarp does not keep out the rain and other elements and the open areas where the skylights were are directly over the tenant's bed and her bed is soaked. In addition to the missing skylights, there is a broken window in the kitchen, which has been patched with cardboard; however, the cardboard offers no safety protection and is soaking wet. In addition, the bathroom sink has never worked. The tenant is currently staying at a friend's house in their basement.

The tenant filed exterior and interior photographs of the roof and requests to the landlord.

Analysis

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

Section 33 of the Act requires the landlord to make emergency repairs where they are urgent, necessary for the health or safety of anyone or for the preservation or use of the residential property; and are made for the purpose of repairing the following: major

leaks in pipes or the roof, damaged or blocked water or sewer pipes or plumbing fixtures, the primary heating system, damaged or defective locks that give access to the rental unit or the electrical system.

On the basis of the undisputed evidence, I find the tenant submitted sufficient evidence to show that there are major leaks in the roof and that repairs are necessary for the health and safety of the tenant. I also find the tenant submitted sufficient evidence to show the landlord has been notified of the issues and that he has failed to respond.

I find these are emergency repairs as defined under the Act, for which the landlord is responsible.

Pursuant to section 62(3) of the Act, I therefore **ORDER** the landlord to hire a licensed, professional roofing contractor to replace the skylights and ensure that the roof has no further leaks. I **ORDER** the landlord to hire the roofing contractor to attend and inspect the roof no later than January 9, 2023.

I **ORDER** that these necessary repairs be undertaken and completed by the licensed, professional contractor within a reasonable period of time, but no later than January 23, 2023. Once all Ordered repairs are completed the landlord must give the tenant written confirmation they are completed.

#### **Further orders –**

In addition to these orders, due to the undisputed evidence taken at the hearing, I find it necessary to make further orders, using my authority under section 62(3) of the Act.

Under section 32 of the Act, a landlord must provide and maintain the residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law.

On the basis of the undisputed evidence, I find the matter of the broken, or missing kitchen window, secured by cardboard to be a safety concern and is a necessary repair. I therefore **ORDER** the landlord to immediately replace the kitchen window, no later than January 9, 2023.

I further **ORDER** the landlord immediately repair the bathroom sink so that it is in working and serviceable condition, no later than January 9, 2023.

If the landlord fails to hire the licensed, professional roofing contractor by January 9, 2023, and to make the recommended repairs by January 23, 2023, or to replace the kitchen window by January 9, 2023, and repair the bathroom sink by January 9, 2023, the tenant is at liberty to apply for dispute resolution seeking a monthly reduction in rent for a devaluation of the tenancy or for other financial compensation as may be appropriate until all repairs are complete.

As the tenant is successful with her application, I grant her recovery of the filing fee of \$100. I grant the tenant a one-time rent reduction of \$100 in satisfaction of this monetary award. The tenant should advise the landlord when making this deduction and the landlord may not serve the tenant a 10 Day Notice to End the Tenancy for Unpaid Rent when this deduction is made.

### Conclusion

The tenant's application has been granted and the landlord has been issued orders in the above terms.

The tenant is at liberty to make a further application for dispute resolution seeking a rent reduction or other financial compensation if the landlord does not comply with these orders as directed above.

The tenant is granted recovery of their filing fee of \$100.

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*. Pursuant to section 77(3) of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: December 22, 2022

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Residential Tenancy Branch