



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

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## **DECISION**

Dispute Code          ERP

### Introduction

The tenant seeks an order for emergency repairs pursuant to sections 33 and 62(3) of the *Residential Tenancy Act* (the “Act”).

A dispute resolution hearing was held on January 10, 2023 and the tenant, the landlord, and the landlord’s son attended. The tenant and the landlord’s son were affirmed.

### Preliminary Issue 1: Service of landlord’s evidence

The tenant raised a preliminary issue with the landlord’s service of evidence. He noted that much of the evidence was not served upon him until two days before the hearing. And he argued that as such it was not served in time and ought not to be admissible. Further, he noted that a USB stick purportedly containing evidence did not in fact contain any evidence.

For the reasons given below, I did not need to consider any of the landlord’s documentary evidence in order to make a decision on this application. As such, I make no findings in respect of the service of the landlord’s evidence.

### Preliminary Issue 2: Wi-Fi not an emergency repair

In their application the tenant sought restoration of, or access to, wi-fi. However, wi-fi is not included in the rent and does not form any type of service or facility as provided in the tenancy agreement. Thus, the landlord is not legally obligated to provide wi-fi.

Moreover, even if the landlord was so obligated, a tenant’s access to wi-fi is not captured under an “emergency repair” for the purposes of the Act (see subsection 33(1) of the Act for what is covered by an emergency repair) and thus this issue cannot fall under this application for an order for emergency repairs.

In any event, the tenant has filed a separate application for dispute resolution (file ending in “10” scheduled for a hearing on April 4, 2023) in which he seeks an order for the provision of services or facilities, and for which wi-fi is included.

Preliminary Issue 3: Stove/Oven not captured within the particulars

Section 59(2)(b) of the Act requires that any application for dispute resolution include “full particulars of the dispute that is to be the subject of the dispute resolution proceedings.”

The particulars for the present application read as follows:

September 16, 2022 - Water service switched off by landlord to force me out of the suite. November 2, 2022 - Wifi service switched off by landlord to force me out of the suite. November 4, 2022 - Water service switched off by landlord to force me out of the suite. This is a smart house where the landlord can switch off services as she wants. I've asked (written) the landlord to have services reinstated but the landlord doesn't want to as her plan is to force me out of the suite.

However, during the hearing the tenant spoke about a request for an emergency repair for an inoperable stove and oven. Nowhere in the application particulars is there a reference to a stove and oven, and the landlord's son noted that the stove and oven form part of a separate application for dispute resolution for emergency repairs to be heard on January 20, 2023 (file ending in “96”). The landlord was not prepared to speak to this matter as it was not part of the tenant's application.

For the above reasons, given that the stove and oven were not included in the particulars I am not prepared to make any findings regarding the stove and oven.

Preliminary Issue 4: Water Service

A brief repetition of the relevant portions of the particulars of this application for dispute resolution are necessary, regarding the water:

September 16, 2022 - Water service switched off by landlord to force me out of the suite. [...] November 4, 2022 - Water service switched off by landlord to force me out of the suite.

Both the tenant's, the landlord's, and the landlord's son's testimony referred to the water supply being turned off from time to time. The tenant argued that the water was shut off as part of a bigger plan to get him to leave. The landlord and her son argued that the water had to be occasionally shut off because the tenant would run the water, both hot and cold, 24/7. In any event, neither party testified about the water supply actually being in a state of disrepair or inoperability. Rather, the issue seems to be with the parties' differing opinions about appropriate water use.

Given these facts, there is nothing to repair. Hence, there is no order for emergency repairs to be made on something that, by all accounts, is working. If the tenant believes that the water (as a service or facility provided under the tenancy agreement) ought not to be turned off, then he may request such an order under section 62 of the Act; an application for emergency repairs is not the appropriate or suitable remedy.

On a final note, the tenant-landlord relationship in this dispute is one of the more acrimonious and unhealthy ones that I have seen in my many years at the Residential Tenancy Branch. The parties would do well to seriously consider and rethink whether the long-term prospects of a continued tenancy are in their mutual interests.

### Conclusion

The application is dismissed, without leave to reapply.

This decision is made on delegated authority under section 9.1(1) of the Act.

Dated: January 11, 2023

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Residential Tenancy Branch