



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

A matter regarding CASCADIA APARTMENT RENTALS  
LTD and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ERP FF

### Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. A hearing by telephone conference was held on February 28, 2023. The Tenant applied for an expedited hearing to have the Landlord make emergency repairs to the rental unit, pursuant to section 33 of the *Residential Tenancy Act* (the *Act*).

Both parties attended the hearing and provided affirmed testimony. All parties were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. The Tenant provided proof of service showing she sent the Notice of Dispute Resolution Proceeding and evidence by registered mail on February 9, 2023. Pursuant to section 90 of the Act, I find this package is deemed served 5 days after it was sent, even though the Landlord did not receive it until later. The Landlord did not provide any documentary evidence. No service issues were raised.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence submitted in accordance with the rules of procedure and evidence that is 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 make emergency repairs?

### Background and Evidence

The Tenant testified that they live on the top floor of the rental building, and on December 24, 2022, the roof started leaking around her bathroom fan. Photos were provided, and it shows that they had to set up a bucket to catch water dripping from the ceiling fan. Following this, the Landlord came and had a few different contractors assess the situation, and eventually, a roofer put some patch compound around the fan on or around February 10, 2023. The Tenant is upset with how long it took to fix the leak, since they only have the one bathroom.

Further, the Tenant stated that after the Landlord patched the leak around the bathroom fan, a second leak started in the adjacent storage area of her rental unit. The Tenant stated that she has told the Landlord about this, but to this date, nothing has been done.

The Landlord stated that it took her a while to repair the initial leak because she has to get approval from head office, and then there is also labour shortages. The Landlord stated that, two days ago, she put in a request with head office to repair the second leak, and she is waiting for the contractors to come. The Landlord was unsure when this would happen.

### Analysis

In this review, the onus is on the Tenant to demonstrate the emergency repairs are required.

First, I turn to Section 33(1) of the Act, which defines "emergency repairs" as repairs that are urgent, necessary for the health or safety of anyone or for the preservation or use of residential property, and made for the purpose of repairing:

- 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 a rental unit, or
- The electrical systems.

I have considered the Tenant's statements and evidence on this matter. I find it more likely than not that this issue is the result of a leak in the roof, and it is major enough to stain the walls and ceiling inside the rental unit. I find this repair qualifies as an emergency repair, pursuant to section 33 of the Act.

I accept that there are labour shortages impeding this repair, and I also accept that the Landlord is trying to follow their process for submitting the repair request to head office. However, I find the length of time it is taking the Landlord to follow up and remedy the issues is problematic. The first roof repair took from December 24, 2022, until February 10, 2023. Now, there is a second leak, and it has already been going on for nearly 3 weeks. I find this issues requires attention, forthwith.

I hereby order the Landlord to have a qualified roofing contractor inspect and repair any and all roof leaks above the affected areas in the rental unit. The Landlord is ordered to have this work completed by qualified contractors within 14 days of the date of this decision.

Pursuant to section 72 of the Act, and since the Tenant was successful with this application, I authorize her to retain \$100.00 (the cost of the filing fee) from one future rent payment.

### Conclusion

The Tenant's application for emergency repairs, is granted, as laid out above.

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: February 28, 2023

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Residential Tenancy Branch