



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      ERP

### Introduction

This hearing was scheduled on an expedited basis to deal with a tenant's application for emergency repair orders.

The tenant and one of the named landlords appeared for the hearing. The landlord's son also appeared and stated he was representing his mother, the other named landlord, as she is currently out of the country.

I heard the tenant had the tenant's proceeding package served to the female landlord but that the video evidence was not served. Since both landlords were either present or were represented, I deemed the landlords sufficiently served with the proceeding package; however, I excluded the video evidence as it was not served. I informed the parties that they provide oral evidence with respect to the repair issues.

The hearing process was explained to the parties and the parties were given the opportunity to be heard and to respond to the other party's relevant submissions.

### Issue(s) to be Decided

Has the tenant established that it is necessary and appropriate to order an emergency repair order?

### Background and Evidence

The tenancy started on November 1, 2021 and the tenant paid a security deposit of \$1000.00. The tenant is required to pay rent of \$2000.00 on the first day of every month.

The tenant testified that on December 24, 2022 rain started pouring through the ceiling and walls of the rental unit, likely requiring the roof to be repaired or replaced. Mould has also developed in the rental unit. The tenant obtained an estimate to have the mould remediated at a cost of approximately \$8400.00 but she needs to vacate the rental unit to accommodate the remediation and the landlord has refused to pay for alternative accommodation for her.

The tenant also stated that the septic system backed up into the rental unit and that it backs up approximately every four months.

The tenant stated she has been living in her trailer on the property because the mould is making her ill.

The landlord's representative confirmed the landlord is aware of the roof leaking and the mould and accepts that the tenant needs to leave so that the repairs can be made; however, the landlord was only willing to pay for alternative accommodation for the tenant if she paid her outstanding hydro bills, which is currently \$1487.49. The landlord had agreed to waive rent payments for January 2023 and February 2023 due to the mould but did not waive the hydro charges.

The landlord's representative stated the landlord was unaware of an issue with the septic system backing up.

The landlord's representative stated the tenancy is set to end because the landlord served the tenant with two notices to end tenancy: a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities due to the unpaid hydro bills and a Two Month Notice to End Tenancy for Landlord's Use of Property. The landlord's representative did not have copies of the notices before him and was unsure when the notices were served but believes they were served at the end of January 2023.

The tenant confirmed she received the two described notices and she has them in front of her. The tenant stated they were served on February 12, 2023. The tenant stated that she has largely vacated the rental unit already, as she had to because of her health, and will be living in the trailer on the property until the end of March 2023. The tenant was unaware of the process for disputing the notices to end tenancy and thought this proceeding was to deal with the 10 Day Notice. I informed the parties that the tenant did not identify a 10 Day Notice as the reason for filing this application and that it was set to deal with emergency repair order(s) only.

Considering the tenant has received notices to end tenancy for which she has not filed applications to dispute them, and the time period to file disputes has passed, and the tenant is going to vacate the property at the end of the month, I asked the tenant if there was any point to receiving repair orders for what sounds to be a very significant repair issue. The tenant acknowledged there is not much point to receiving a repair order at this time but that she wants compensation.

The landlord also wanted to deal with the unpaid utilities.

I informed the parties that this proceeding is an expedited hearing, set to deal with emergency repair issue(s) only and that I would not hear monetary claims by either party. Rather, I informed the parties that their respective monetary claims may be made by filing a separate Application for Dispute Resolution.

### Analysis

This application was set to hear and deal with emergency repair issues only. Since the tenant will be vacating the property in the near future, the repairs required are significant, and the tenant acknowledged there is not much point to receiving the repair order(s) now, I find the remedies sought by this application to be moot at this point in time.

Despite the above finding, the landlord is considered to be on notice that the rental unit requires repairs to the roof, mould in the rental unit requires remediation, and the septic system requires an inspection, at least, to determine its functionality.

### Conclusion

The remedies sought in this application are moot at this point in time and the application is dismissed.

The tenant is at liberty to file another application if she seeks monetary compensation from the landlords.

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: March 24, 2023

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Residential Tenancy Branch