



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      ERP

### Introduction

This hearing addressed the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- Emergency repairs to the rental unit pursuant to section 33 of the *Act*

Both the landlord and tenant attended the hearing. The landlord was represented by their son, G.B. ("landlord"). The landlord acknowledged receipt of the tenant's application for dispute and evidentiary package and is found to have been served with all applicable documents.

### Issue(s) to be Decided

Should the landlord be directed to make emergency repairs?

### Background and Evidence

The parties confirmed this tenancy began on September 1, 2022. Rent is \$900.00 per month and a security deposit of \$450.00 paid at the outset of the tenancy continues to be held by the landlord.

The tenant has applied for emergency repairs to a broken window and for issues related to the hot water.

During the course of the hearing, the landlord acknowledged that repairs to the window were required and stated steps had been taken to undertake the repairs "within the week." Further the landlord acknowledged shutting off the water to the rental unit. The landlord described conflicts that had arisen between the landlords and the tenant and

said that the landlord had been left with no alternative but to shut off access to the hot water due to perceived abuses of the hot water by the tenant.

### Analysis

Section 27 of the *Act* states, “A landlord must terminate or restrict a service or facility if the service or facility is essential to the tenant’s use of the rental unit.”

I find access to hot water is essential to the tenant’s use of the rental unit. The landlord has no right to restrict this service despite any issues he may have with the tenant. I order the landlord to maintain the tenant’s access to hot water at all times and not to purposely restrict the tenant’s access to the hot water.

The landlord acknowledged repairs were to be undertaken to repair the window “within a week.” Pursuant to section 32 of the *Act*, I order the landlord to have all repairs to the broken window completed by April 7, 2023.

### Conclusion

The tenant was successful in their application. The landlord is ordered to repair the broken window by April 7, 2023.

The landlord is ordered not to restrict the tenant’s access to hot water.

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 21, 2023

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Residential Tenancy Branch