



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes ERP

Introduction

This hearing convened to deal with the tenant's application for dispute resolution (application) 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 for health or safety reasons.

The tenant and the landlord attended, the hearing process was explained, and they were given an opportunity to ask questions about the hearing process. Both parties were affirmed.

Thereafter the parties were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me. The landlord confirmed receipt of the tenant's application containing the tenant's evidence. The landlord did not file evidence.

I have reviewed all oral, written, and other evidence before me that met the requirements of the Residential Tenancy Branch (RTB) Rules of Procedure (Rules). However, not all details of the parties' respective submissions and or arguments are reproduced in this Decision. Further, only the evidence specifically referenced by the parties and relevant to the issues and findings in this matter are described in this Decision, per Rule 3.6.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

Issue(s) to be Decided

Is the tenant entitled to an order requiring the landlord to make emergency repairs to the rental unit for health and safety reasons?

Background and Evidence

The tenant said the tenancy began on October 18, 2022 and monthly rent is \$1,900. On her application, the tenant submitted that monthly rent is \$1,950 and a security deposit of \$925 was paid to the landlord. Neither party submitted a written tenancy agreement, apart from the tenant filing the signature page of the tenancy agreement.

The rental unit is in the basement level of a home and occupied by the landlord on the upper level.

In support of her application for an order requiring the landlord to make emergency repairs, the tenant stated in their application the following:

My landlords have disconnected my power. I have no heat, lights, access to laundry, my food in my fridge is going bad. The only utility I have have is running water from taps. No other utilities. Unable to charge phone. No wifi. All is included in my rent. Shut off was March 25th

[Reproduced as written]

The tenant testified to the following: They came home on or around March 26, 2023, and their power was turned off, and in turn, they called the RTB and the police. The police came out and talked to them and the landlord. The police reported back to the tenant and said the landlord would restore power for the night, but would again turn off the power the next day. They have not had power in the rental unit since March 26, 2023, as the landlord refuses to make the repairs. In addition, their children are unable to stay in the rental unit.

The tenant explained that there are two breaker boxes in the residential property, with one of them being located in the rental unit, but the power to the residential property is controlled by the landlord.

In response, the landlord testified to the following: The breaker box in the rental unit must have been broken by the tenant. They called an electrician about the matters,

with the electrician saying there must be an issue with the breaker box. The electrician's quote to investigate and make repairs to the breaker box was too high and they could not afford to make the repairs, as the tenant has not paid rent since February 2023. The landlord denied turning off the power to the rental unit.

Analysis

Based on the relevant oral and written 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.

Based on the evidence before me and on a balance of probabilities, I find the tenant submitted sufficient evidence to show that there has been no electricity to the rental unit since March 26, 2023 and that repairs are necessary for the health and safety of the tenant and the tenant's children. I also find the tenant submitted sufficient evidence to show the landlord has been notified of the issues and that the repairs have not been made.

I find these are emergency repairs as defined under the Act, for which the landlord is responsible. I find the landlord's reason for not making repairs to the electrical system was due to the costs, which does not relieve the landlord of their obligation to make emergency repairs.

Pursuant to section 62(3) of the Act, I therefore **ORDER** the landlord to hire a licensed, certified electrician at the landlord's expense to inspect and if necessary, repair the breaker box or whatever the electrician determines is the cause of the loss of power to the rental unit, **no later than April 27, 2023 by 5:00 p.m. Pacific Time.**

I **ORDER** that these necessary repairs be undertaken and completed by the licensed, certified electrician within a reasonable period of time, **but no later than May 4, 2023, 2023.** Once all Ordered repairs are completed the landlord must give the tenant written confirmation they are completed.

Should the landlord fail to comply with my order, the tenant is at liberty to apply for further remedy under the Act, including but not limited to monetary compensation, which may include a full rent abatement. In addition, should the landlord fail to comply with my order, the landlord could be recommended for an administrative penalty under the Act. The maximum penalty for an administrative penalty under section 87.4 of the Act is up to \$5,000 per day.

Other matters

Additional evidence filed the day of the hearing, but not related to the tenant's application were photographs. The tenant submitted that the landlord entered the rental unit when they were away picking up their children, and upon their return, the tenant's personal property and belongings had been put outside their rental unit.

The tenant submitted that her belongings were now returned to the rental unit, and for this reason, as well as this being an unrelated matter to the tenant's application, I make no findings or orders in this regard.

The landlord denied putting the tenant's belongings on the street, which I do not find believable in the circumstances. I caution the landlord that any continued contravention of the Act such as putting the tenant's belongings on the street without authority to do so, could result in investigation by the Compliance and Enforcement Unit of the RTB, in which the landlord may be assessed with an administrative penalty up to \$5,000 per day.

Conclusion

The tenant's application for emergency repairs is successful.

I have made orders for repairs as described 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*. 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: April 17, 2023

Residential Tenancy Branch