



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes ERP

Introduction

The Tenant filed an Application for Dispute Resolution on July 10, 2023 seeking emergency repairs in the rental unit. The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “*Act*”) on August 8, 2023.

Both the Tenant and the Landlord attended the conference call hearing. I explained the process and both parties had the opportunity to ask questions and present oral testimony during the hearing.

Preliminary Matter – the nature of needed repairs

The Tenant described two separate ongoing issues within the rental unit. The Tenant forwarded pictures showing the problematic areas within the rental unit. I find one issue is not urgent and does not fit into the considerations listed in s. 33(1)(c) of the *Act* where “emergency repairs” are listed.

The Tenant described two separate ongoing issues within the rental unit. The Tenant forwarded pictures showing the problematic areas within the rental unit well in advance of the hearing. I find one issue – that of a broken window -- does not fit into the considerations listed in s. 33(1)(c) of the *Act* where the specific types of “emergency repairs” are listed.

The *Act* s. 64(3) permits me to amend an application for dispute resolution. Given that the Tenant described the window issue that is not specific to s. 33(1)(c), I amend the Application to add their request for regular repairs to the rental unit. Both repair issues receive full consideration with respect to the rights of the Tenant and the obligations of the Landlord concerning repairs.

Issues to be Decided

Is the Landlord obligated by s. 32 of the *Act* to make repairs to the rental unit as requested by the Tenant?

Is the Tenant entitled to an order requiring the Landlord to make emergency repairs for health or safety reasons?

Background and Evidence

The Landlord purchased the property, with their ownership starting on July 28, 2022.

The Tenant submits that the issue of a broken window is that of an emergency repair. This became a safety concern, it remains broken and boarded-up, and anyone can access the rental unit easily and there is a risk of water entering the rental unit.

The Tenant states they brought this up to the Landlord on April 19, 2023. According to the Tenant, the Landlord never provided their postal address as required. The Landlord ignored text messages from the Tenant.

The Landlord countered this recollection by the Tenant, stating they got the message from the Tenant on April 10. The Landlord maintained that they could not access the rental unit, and they had a tradesperson attend for the purpose of repairing the window; however, the Tenant did not allow that tradesperson access in order to repair the window.

In the hearing, the Tenant posited August 16 as a suitable date for the Landlord to measure the window size, asking for a turnaround by Monday, August 21st 2023.

The Tenant also presented there was an outlet within the rental unit, on which the faceplate had “melted off”. They specified that an electrician must complete the work in order to have that outlet compliant with regulated safety standards.

The Landlord questioned the Tenant’s presentation of the timeline concerning the outlet issue, stating they only knew about this issue in May 2023, and not earlier, as the Tenant submitted.

In the hearing, the Landlord committed to consulting with an electrician on having the work completed.

Analysis

Covering repairs more generally, the *Act* s. 32 provides that a landlord must provide and maintain residential property in a state of repair that complies with the health, safety and housing standards required by law.

I find the evidence from the Tenant is sufficient to establish as fact that they made the issue of the broken window known to the Landlord previously. This is shown in the Tenant's text message evidence they provided for this hearing.

I find the window issue, as of the date of this hearing, was ongoing. As per s. 32, that contributed to the rental unit not being in a state of repair that was not in compliance with health, safety and housing standards required by law. The broken glass that remained, as shown in pictures, as well as easy, improper access to the rental unit because of no window in place was a definite safety concern. Moreover, this caused inconvenience/disturbance to the Tenant.

Though the Landlord raised issues of being able to access the rental unit, and the communication they had on this issue, I find the reasons for an incomplete window repair are immaterial at this point. I order that the Landlord must complete repair of the broken window. Though the Landlord and Tenant agreed on a date of August 21, 2023 for completion, as a measure of surety to the Tenant I order the Landlord to complete the window repair by August 31, 2023. The Landlord must address this issue and communicate, via email, on its completion to the Tenant. Should the Landlord not complete the window repair, the Tenant may bring the issue once again to the Residential Tenancy Branch and apply for rent reduction or other form of compensation.

The *Act* s. 33(2) sets out "emergency repairs" as a special category: those 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 find the scorched, inoperable outlet in the rental unit is a more urgent issue requiring immediate repair. I find the Tenant has demonstrated that this is a hazard in their evidence. As per s. 33(1)(c), I find this involves the electrical system within the rental unit and is necessary for the Tenant's safety within the rental unit.

I so order the Landlord to repair the electrical outlet within the rental unit for the Tenant's own safety. I order that the Landlord complete this repair by August 31, 2023. The Landlord must contact an electrician who must attend for this repair, to ensure it is completed to the appropriate safety standard.

The Tenant throughout focused on the Landlord's communication and character. I find this is immaterial in focusing on the need to have repairs completed. The Tenant must allow access to the Landlord for the purpose of completing repairs. For this purpose, only, I authorize the Landlord's entry, whether the Tenant is present at the time of entry or not, as per s. 29(d) of the *Act*. I find it is in the Tenant's best interest to give permission for the Landlord to enter – this will be a deciding factor should the Tenant choose to further raise this issue in a dispute resolution process. For the Tenant, the issue of requested repairs is limited to the window and electrical outlet only.

Conclusion

The Tenant's Application for repairs is granted, as set out above.

I make this decision on the authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: August 24, 2023

Residential Tenancy Branch