

DECISION

Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- An order for the Landlord to make emergency repairs for health or safety reasons under sections 33 and 62 of the Act

This hearing also dealt with the Tenant's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- An order for the Landlord to make emergency repairs for health or safety reasons under sections 33 and 62 of the Act

The hearing for Tenant A.S., who rents the downstairs of the rental property and the hearing for Tenant C.G.S.V. (The Upstairs Tenant), who rents the upstairs of the rental property, were combined into one hearing.

Preliminary issue

- Application of Tenant A.S.

During the hearing, Tenant A.S., advised they had moved out of the basement of the rental unit and found new housing. As such, the application for Tenant A.S. is moot as there is no ongoing tenancy and their tenancy has ended. As such, the application of Tenant A.S. is dismissed without leave to reapply. The remainder of the Decision will deal with the application of the Upstairs Tenant.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

I find that the Landlord acknowledged service of the Proceeding Package for the Upstairs Tenant and are duly served in accordance with the Act.

Service of Evidence

The Landlord denies receiving any evidence from the Upstairs Tenant. The Upstairs Tenant could not provide me with an exact date that they served their evidence and provided dates before their application had been filed. The Upstairs Tenant did not

provide proof of service or any copy of the email containing the evidence, for me to be able to confirm if or when it was served. Given that the Landlord denies receiving the evidence, the Upstairs Tenant could not provide any exact date and no evidence was provided to support when it was served, I must exclude the evidence of the Upstairs Tenant.

The Upstairs Tenant advised they received copies of text messages with the Upstairs Tenant's son, the repair made by the Landlord's partner and documents about the Tenants having additional occupants. The Upstairs Tenant stated they did not receive a copy of the plumber invoice or City of Vancouver document provided by the Landlord. Given that the Upstairs Tenant denies receiving the plumber invoice and City of Vancouver document and the Landlord provided no proof of service document, I find I must exclude those pieces of evidence. The text communication with the Upstairs Tenant's son and the evidence of the Landlord's partner completing the repair are deemed properly served.

Issues to be Decided

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

Background and Evidence

The Upstairs Tenant is seeking an emergency repair.

The Upstairs Tenant advised they are seeking the following repairs:

- The Fridge
- Pipes in the bathroom and kitchen
- Moisture and Humidity in one bedroom

The Upstairs Tenant argued that water comes out from the plumbing in the bathroom and kitchen and contaminates everything. The Upstairs Tenant was asked when they notified the Landlord about this problem with the plumbing and the Tenant advised on November 3, 2025, the Landlord told the Upstairs Tenants not to touch the pipes because a worker would come but nothing was repaired.

The Landlord's position is that they were never notified about any problem with the pipes for the upstairs rental unit. The Landlord argued they fixed the issue with the downstairs rental unit, when it flooded but was never told about any issue with the upstairs. The Landlord argued they are willing to fix any issue, but they need to be notified and be able to inspect the rental unit.

Analysis

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

Section 33(1) of the Act defines emergency repairs as made when the repair is urgent, necessary for the safety of anyone or for the preservation of use of residential property, for the purpose of repairing major leaks in pipes or roof, damaged or blocked water or sewer pipes or plumbing repairs, primary heating system, damaged or defective locks that give access to a rental unit, electrical systems or in prescribed circumstances, a rental unit or residential property.

The Tenant bears the burden to prove that they have emergency repairs to be completed which the Landlord has not completed in a reasonable time frame after being notified by the Tenant in accordance with section 33 of the Act.

I find that the fridge and moisture/humidity issue do not qualify as an emergency repair under section 33 of the Act, as they are not made for the purpose of repairing one of the items listed under section 33(1)(c) of the Act and are not an urgent repair.

The Landlord denies ever being notified about any problem with the pipes for the upstairs rental unit and the Upstairs Tenant did not provide any evidence of how or when the Landlord was notified about the need for a repair. I find that the Upstairs Tenant has not provided sufficient evidence to establish that the Landlord was notified about the problems with the pipes upstairs.

For the above reasons, I decline to order any emergency repairs.

The Upstairs Tenant is directed to notify the Landlord about any problems with the plumbing for the upstairs rental unit in writing. If the plumbing is not repaired within a reasonable time frame after the Landlord is notified of the problem in writing then the Upstairs Tenant is free to file a new application.

Conclusion

The application of Tenant A.S. for an order for the Landlord to make emergency repairs for health or safety reasons under sections 33 and 62 of the Act is dismissed, without leave to reapply.

The application of the Upstairs Tenant for an order for the Landlord to make emergency repairs for health or safety reasons under sections 33 and 62 of the Act is dismissed, with leave to reapply.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: December 9, 2025

Residential Tenancy Branch