



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HomeLife Glenayre Realty Chilliwack Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes RP, FFT

Introduction

This hearing dealt with a tenants' application for emergency repair orders, via teleconference call starting at 9:30 a.m. on this date. The tenant appeared at the hearing; however, there was no appearance on part of the landlord despite leaving the teleconference call open approximately 30 minutes.

Since the landlord did not appear, I explored service of hearing documents and materials upon the landlord. The tenant testified that she printed the proceeding package and the photographs and sent them to the landlord in a single package via registered mail on March 18, 2020. The tenant submitted a copy of the tenancy agreement identifying the landlord and the registered mail receipt, including tracking number, as proof the landlord was served with notification of this proceeding by way of registered mail sent on March 18, 2020. A search of the registered mail tracking number showed that the registered mail was delivered on March 30, 2020. I was satisfied the landlord was duly notified of this proceeding and I continued to hear from the tenant without the landlord present.

Issue(s) to be Decided

1. Is it necessary and appropriate to issue repair orders to the landlord?
2. Recovery of the filing fee.

Background and Evidence

The tenancy agreement commenced on March 1, 2018 although the tenants were provided early occupancy on February 15, 2018. The tenants paid a security deposit of \$400.00 and a pet damage deposit of \$400.00. The monthly rent is \$800.00 due on the

first day of every month. The tenant stated she had been attending the landlord's office to pay rent by way of debit; however, since the COVID-19 pandemic the landlord has been taking the rent by way of automatic debit.

The tenant testified that there has been issues with the roof leaking since the tenancy started. The landlord had tarps placed on the roof, but the tarps have been ineffective in keeping water from entering the rental unit. The tenant has had conversations with the landlord about having the roof repaired and the landlord advised the tenant that they were seeking two quotes.

The tenant testified that somebody came to look at the roof last fall, but the landlord informed the tenant they did not consider that to be a quote.

On January 31, 2020 the tenants wrote a letter to the landlord seeking the landlord have the roof repaired. The letter was sent via registered mail on February 3, 2020. The tenant provided a copy of the letter and the registered mail receipt as proof of requesting the landlord make repairs.

The tenant testified that in March 2020 a contractor came to inspect the roof and the landlord notified her that the contractor estimated a cost in excess of \$10,000.00.

Then, last week the landlord contacted the tenant to advise her they had obtained a second quotation and the landlord asked that the tenant cancel the hearing. The tenants did not cancel the hearing and the tenants still seeks a repair order given the amount of time that has passed without a repair having been made despite the landlord's awareness of the roof leaking.

The tenant indicated that it would be reasonable to expect the roof could be effectively repaired or replaced within the next 30 days.

The tenant expressed concern that there is wet insulation and mould in the attic, and the ceiling and floor have suffered from water damage, due to the leaking roof and the tenants seek to have the landlord address those issues in a timely manner after the roof is repaired or replaced.

Analysis

Section 33 of the Act provides for the definition of an “emergency repair”. I have reproduced the definition below:

- 33** (1) In this section, "emergency repairs" means repairs that are
- (a) urgent,
 - (b) necessary for the health or safety of anyone or for the preservation or use of residential property, and
 - (c) made for the purpose of repairing
 - (i) major leaks in pipes or the roof,
 - (ii) damaged or blocked water or sewer pipes or plumbing fixtures,
 - (iii) the primary heating system,
 - (iv) damaged or defective locks that give access to a rental unit,
 - (v) the electrical systems, or
 - (vi) in prescribed circumstances, a rental unit or residential property.

[My emphasis underlined]

In hearing the unopposed evidence from the tenant, and upon review of the photographs provided by the tenants, I accept that there are major leaks in the roof of the rental unit and the water ingress has caused or is likely to cause health or safety concerns for the occupants by way of mould formation, and significant damage to the property. I also accept the tenant's testimony and upon review of the photographs that the landlord's response to place tarps on the roof has not been an effective remedy and that a more effective repair or replacement of the roof is needed on an urgent basis.

I am further satisfied that the tenant has put the landlord on notice as to the leaking roof and the ineffective response to place tarps on the roof and leave the tarps in place for several months without making an effective repair or replacement is an excessive amount of time.

In light of the above, I grant the tenants' request for emergency repair orders and I make the following orders to the landlord.

I order the landlord to:

- 1. Effectively repair or replace the roof on the rental unit within 30 days of the date of this decision.**
- 2. Inspect the rental unit, including the attic space, interior living space and any basement or crawl space, to assess and determine the presence of wet building materials including insulation, wood and drywall. The deadline for doing so is immediately upon completion of the roof repair or replacement.**
- 3. Take all reasonable and necessary steps to dry and treat the areas for mould or potential for mould formation, or remove and replace the building materials, identified as part of order #2. above. The deadline for complying with this order is within a reasonable and timely manner after accomplishing order #2.**

Should the landlord fail to comply with my orders above, the tenants are at liberty to file another Application for Dispute Resolution to seek further remedy, including: additional repair orders, compensation and authorization to reduce or withhold rent.

I award the tenants recovery of the \$100.00 filing fee they paid for this Application for Dispute Resolution and I order the landlord to reimburse the tenants for the filing fee. To satisfy the Monetary Order, **the landlord is ordered to reduce next month's automatic debit for the monthly rent by \$100.00 and withdraw only \$700.00 from the tenant's bank account.** I also provide the tenants a Monetary Order in the amount of \$100.00 to ensure the filing fee is recovered from the landlord.

Conclusion

I have issued repairs orders to the landlord with this decision that include specific deadlines.

The tenants are awarded recovery of the \$100.00 filing fee and the landlord has been ordered to reduce the next month's rent automatic debit by \$100.00 to satisfy this award. The tenants are provided a Monetary Order to ensure recovery of the filing fee.

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: April 07, 2020

Residential Tenancy Branch