



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      **ERT**

### Introduction

This hearing dealt with the Tenants' application for an order for emergency repairs pursuant to section 33 of the *Residential Tenancy Act* (the "Act").

The Landlord ("PE") and one of the Tenants ("AC") attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

AC testified the Landlord was served in person with the Notice of Dispute Resolution Proceeding and some of the Tenants' evidence ("NODR Package") on October 26, 2021. PE acknowledged service of the NODR Package. I find that the Landlord was served with the NODR Package in accordance with sections 88 and 89 of the Act.

### Preliminary Matter

*Residential Tenancy Policy Guideline 51 (Expedited Hearings)*, in part states:

#### **B. EXPEDITED HEARINGS**

These are circumstances where there is an imminent danger to the health, safety, or security of a landlord or tenant, or a tenant has been denied access to their rental unit. The director has established an expedited hearing process under Rule 10 to deal with these cases (see RTB Rules of Procedure).

*The expedited hearing process is for emergency matters, where urgency and fairness necessitate shorter service and response time limits.*

## Order for Emergency Repairs

Under section 33 of the RTA and section 27 of the MHPTA, emergency repairs are defined as repairs that are urgent, necessary for the health or safety of anyone or for the preservation or use of property, and made for the purpose of repairing:

- major leaks in pipes,
- major leaks in the roof (RTA only),
- damaged or blocked water or sewer pipes,
- damaged or blocked plumbing fixtures (RTA only),
- the primary heating system (RTA only),
- damaged or defective locks that give access to a rental unit (RTA only), or
- the electrical systems.

Emergency repairs do not include things like repairs to a clothes dryer that has stopped working, mold removal, or pest control.

[emphasis in italics added]

The Tenant testified that the Landlord had performed the emergency repairs on the hot water heater. As the Tenants' application was brought pursuant to the Expedited Hearing process, I informed the AC that I was unable to consider her request for repairs that do not qualify as emergency repairs. Based on this, I dismiss the Tenants' claim for emergency repairs without leave to reapply.

AC stated that there were other repairs the Tenants were seeking to obtain an order requiring that the Landlord perform those repairs as well. Those repairs included a kitchen fan that is not working and damaged flooring in a bathroom and bedroom. As these repairs do not qualify as emergency repairs under section 33 of the Act, I am unable to consider them at this hearing. The Tenants have the option of making an application for dispute resolution to seek general repairs under section 32(1) of the Act if the Landlord does not perform those general repairs.

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: November 24, 2021

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Residential Tenancy Branch