



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Amber Properties Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      RP, FF

### Introduction

This hearing was set to deal with an application by the tenant for a repair order and reimbursement of the fee she paid to file this application. Both parties appeared and had an opportunity to be heard. The parties advised that the repair had been completed to everyone's satisfaction on June 19, 2014. The only issue remaining related to the filing fee.

### Issue(s) to be Decided

Is the tenant entitled to reimbursement from the landlord of the filing she paid to file this application?

### Background and Evidence

The building manager explained that the rental unit is one of 73 units in a building that is more than forty years old. The tenant left a written request for the repair in the office on Thursday, June 6. The ordinary maintenance person did attend at the rental unit on June 6 and did what he could. However, the actual repair would require a plumber and shutting the water off in the whole building; which in turn required giving the other residents of the building proper notice of the planned disruption in service.

The building manager stated that they always intended to have the complete repair done but she needed some time to make the necessary arrangements. After the maintenance man attended at the rental unit she left a message on the tenant's telephone asking her to keep them informed about the situation but did not say that further repairs were planned.

The tenant said that when she spoke to the building manager the building manager told her that many units in the building had the same problem. This caused her to be concerned that the building managers – who she says do an excellent job – may not have the authority to order the repair that was required. She decided that it would be better to go to a higher authority so on Monday, June 9 she filed this application for dispute resolution.

Analysis

Both parties appeared to be very honest and straightforward in their remarks. I think that if the landlord had told the tenant further and more complete repairs were being arranged this application for dispute resolution would not have been filed. As the circumstances actually unfolded, it was not unreasonable for the tenant to think that a formal repair order may be required. Accordingly, I find that the tenant's application was not premature and I order the landlord to reimburse the tenant for the \$50.00 filing fee paid by her.

Conclusion

The landlord is ordered to pay the tenant \$50.00. Pursuant to section 72 (2) of the Residential Tenancy Act this amount may be deducted from the next rent payment due to the landlord.

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: August 05, 2014

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Residential Tenancy Branch

