



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PROSPERO INTERNATIONAL REALTY INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ERP, RR

Introduction

The Tenant filed an Application requesting emergency repairs; and to deduct the cost of repairs, services or facilities from the rent. The matter was scheduled as a teleconference hearing.

Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. All participants in the hearing provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Is the Tenant entitled to monetary relief?
- Is the Landlord required to make emergency repairs to the unit for health or safety reasons?

Background and Evidence

The Parties testified that the tenancy began on March 1, 2014, and is currently a month to month tenancy. The parties agree that the Tenant is to pay rent in the amount of \$875.00 each month. The parties agree that the Tenant paid the Landlord a security deposit of \$417.50 and a pet damage deposit in the amount of \$200.00.

The Tenant testified that the Landlord completed repairs to the boiler on November 4, 2016. The Tenant is no longer seeking a repair order.

The Tenant stated that she is seeking compensation to reduce rent for repairs, services or facilities agreed upon but not provided. The Tenant stated she went without hot water for a month. The Tenant did not identify in the Application an amount of compensation that she is seeking.

Analysis

Based on all of the above, the evidence and testimony, and on a balance of probabilities, I find as follows:

The Landlord has restored the service of hot water to the Tenant as of November 4, 2016.

The Tenant has leave to reapply for compensation for repairs, services or facilities agreed upon but not provided. The Tenant did not provide the amount of compensation she is seeking, and thus did not provide the full particulars of her claim. The Landlord has the right to know the full particulars of the claim prior to the hearing.

Conclusion

The Tenant's request for a repair order is not required and is dismissed. The Tenant is granted leave to reapply for compensation for repairs, services or facilities agreed upon but not provided.

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 15, 2016

Residential Tenancy Branch