



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RP, FF

Introduction

This hearing was convened by way of conference call concerning an application made by the tenants seeking an order that the landlords make repairs to the unit, site or property and to recover the filing fee from the landlords for the cost of the application.

One of the tenants attended the hearing, gave affirmed testimony and represented the other named tenant. However, the line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony and no one for the landlords attended the call. The tenant testified that the landlords and the landlords' agent were each served with the Tenant's Application for Dispute Resolution on January 3, 2017 by registered mail. The landlords' agent received the registered mail, as evidenced by the Canada Post on-line tracking system, but the landlords' documents were returned to the tenant unclaimed. I accept that testimony, and I am satisfied that the landlords have been served in accordance with the *Residential Tenancy Act*.

During the course of the hearing, the tenant advised that since being served with the Tenant's Application for Dispute Resolution and notice of this hearing, the landlords have made the repairs requested. The tenants' claim is now only with respect to recovery of the filing fee.

Issue(s) to be Decided

Should the tenants recover the filing fee for the cost of this application from the landlords?

Background and Evidence

The tenant testified that this 1 year fixed term tenancy began on March 1, 2013 and reverted to a month-to-month tenancy. The tenants still reside in the rental unit. Rent in the amount of \$2,200.00 per month was payable at the beginning of the tenancy but is

currently \$2,263.00 per month, due on the 1st day of each month and there are no rental arrears. At the outset of the tenancy the landlords collected a security deposit from the tenants in the amount of \$1,100.00 which is still held in trust by the landlords, and no pet damage deposit was paid. The parties did not complete a move-in condition inspection report at the beginning of the tenancy, and a copy of the tenancy agreement has not been provided for this hearing. The rental unit is a townhouse suite with a garage.

The tenant further testified that the tenants had requested repair to the garage door. It would not open with the remote control, and the landlords had told the tenants to contact an agent about the repair. The tenants did so, and no one fixed it.

The tenants have provided copies of letters addressed to the landlord and to the landlords' agent both dated December 15, 2016 stating that the repair had been requested and asks for the repair to be completed by December 24, 2016. There had been an attempt to fixing it, but that failed.

The tenants filed the application for dispute resolution on December 31, 2016, and the landlords had the repair done on January 19, 2017. It took since October, 2015 for the repair to be made.

The tenants seek recovery of the filing fee and registered mail costs.

Analysis

A landlord is required to provide and maintain rental property. In the absence of any evidence to the contrary, I am satisfied that the tenants had to file an application for dispute resolution in order for the landlords to make the repair from October, 2015 till January, 2017. Therefore, I find that the tenants are entitled to recovery of the filing fee.

I hereby grant a monetary order in favour of the tenants as against the landlords in the amount of \$100.00, and I order that the tenants be permitted to reduce rent for a future month by that amount or may otherwise recover it.

The *Residential Tenancy Act* provides for recovery of a filing fee, but not for costs of preparing for a hearing or serving documents.

For the reasons set out above, I hereby grant a monetary order in favour of the tenants as against the landlords pursuant to Section 67 of the *Residential Tenancy Act*, in the

amount of \$100.00 and I order that the tenants be permitted to reduce rent for a future month by that amount or may otherwise recover it.

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: January 31, 2017

Residential Tenancy Branch