



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes CNL ERP RP PSF AS RR

### Introduction

This hearing was convened as a result of the Tenants' Application for Dispute Resolution. A hearing by telephone conference was held on November 3, 2017. The Tenants applied for the following relief, pursuant to the *Residential Tenancy Act* (the *Act*):

- cancellation of the landlord's 2 Month Notice to End Tenancy for Landlord's Use of Property (the 2 Month Notice) pursuant to section 49;
- an order to the landlord to make repairs to the rental unit pursuant to section 33;
- an order to the landlord to provide services or facilities required by law pursuant to section 65;
- an order allowing the tenant to assign or sublet because the landlord's permission has been unreasonably withheld pursuant to section 65; and,
- an order to allow the tenant(s) to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65.

Both of the Landlords and the Tenant attended the hearing and provided affirmed testimony. Neither party raised any issues with respect to service of the Application Package or the documentary evidence.

Both parties were provided the opportunity to present evidence orally and in written and documentary form, and to 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.

### Preliminary and Procedural Issues

During the hearing, the Tenant testified that he was not given a 2 Month Notice to End Tenancy for Landlords' Use of the Property. Since there was no 2 Month Notice issued by the Landlords, I amend the Tenant's application accordingly and will not be addressing this ground any further.

The Tenant is seeking multiple remedies under multiple sections of the *Act*, a number of which were unrelated to one another. Section 2.3 of the Rules of Procedure states that claims made in an Application must be related to each other and that arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

After looking at the list of issues the Tenant applied for, and based on the evidence before me, I find the most pressing issue in this application is the Tenant's request to have the Landlord make emergency repairs to the rental unit and to provide services required by law. I find that the other issues the Tenant applied for are not sufficiently related to the issues I have identified. Further, I find there was insufficient

time to properly hear all of the issues the tenant applied for (listed above). As a result, I exercise my discretion to dismiss, with leave, the following grounds on the Tenant's application:

- an order allowing the tenant to assign or sublet because the landlord's permission has been unreasonably withheld pursuant to section 65; and,
- an order to allow the tenant(s) to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65

The Tenant testified that he wanted to amend his application in order to get monetary compensation from the Landlords for his loss of use of his bedroom for 3 months while his window was broken. However, the Tenant is required to make an application in accordance with the rules of procedure such that the Landlords have a reasonable time to prepare a response. Amending the current application to allow for consideration of a monetary issue may be prejudicial to the Landlord, as they were unaware the Tenant would be asking for this. As such, I will not allow this amendment to be made in this hearing, and the Tenant must apply separately for a monetary claim this issue.

#### Issues to be Decided

- Should the Landlord be required to make emergency repairs to the rental unit?
- Should the Landlord be required to provide services or facilities required by law?

#### Background and Evidence

The Tenant testified that his bedroom window was broken and needed fixing at the time he filed this application. As a result, he applied to have the Landlords make emergency repairs to his unit, and to "provide services or facilities required by law". Since making his application, the Landlords have fixed the window.

The Tenant testified that the Landlord's son also lives in the rental unit with him and their relationship has broken down. The Tenant stated that it was the Landlord's son who broke the window in the first place. He further stated that it was also the son who promised to fix it, but he took his time doing so. The Tenant also stated that the Landlord's son leaves garbage near the door, and this creates a mess.

The Landlords testified that the window the Tenant is referring to in his bedroom is a double pane window, and only one of the panes was cracked. They stated that it is now fixed.

#### Analysis

I first turn to the Tenant's request to have the Landlord provide services or facilities required by law. I note that the Tenant has not pointed out which law, act or regulation is being breached. The Tenant only referred to garbage near the door, and the broken window. I find the Tenant has not sufficiently elaborated on this ground. Based on the evidence before me, I am not satisfied that the Landlord has failed to provide services or facilities required by law, and I dismiss the Tenant's application on this ground.

With respect to the Tenant's request to have the Landlord make emergency repairs to the unit, I note the only issue he identified was in relation to the broken bedroom window. Given that the Landlords have

already fixed this issue, and considering there is no further evidence to show a need for other emergency repairs, I dismiss the Tenant's application on this matter.

Conclusion

I dismiss the Tenant's application to have the Landlord provide services or facilities required by law. Further, I dismiss the Tenant's request to have the Landlord make emergency repairs to the unit.

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 03, 2017

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Residential Tenancy Branch