



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding WESTLAND TELFORD LIMITED PARTNERSHIP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: ERP, MNDCT, RP, PSF, RR

Introduction

The tenant filed an Application for Dispute Resolution (“application”) under the *Residential Tenancy Act* (“Act”) for an order for emergency repairs for health or safety reasons related to a roof leak and mould in the rental unit, for an order related to regular repairs to the unit, site or property, for a monetary order in the amount of \$8,160.00 for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, for a rent reduction, and for an order to provide services or facilities agreed upon but not provided.

The tenant, a support person for the tenant (“support person”), an agent for the landlord (“agent”), legal counsel for the landlord (“counsel”), a property manager for the landlord, and a project manager for the landlord attended the teleconference hearing. At the start of the hearing I introduced myself and the participants and the parties were given an opportunity to ask questions. The parties were provided with the opportunity to submit documentary evidence prior to this hearing, to present affirmed oral testimony evidence and to make submissions to me.

Preliminary and Procedural Matter

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure (“rules”) authorizes me to dismiss unrelated disputes contained in a single application. In this circumstance the tenant indicated more than one matter of dispute on the application, the most urgent of which is the tenant’s request for emergency repairs related to a roof leak causing mould in the rental unit and for which the tenant was granted an expedited hearing. I find that not all the claims on the application are sufficiently related to be determined during this proceeding. I will, therefore, only consider the tenant’s request for emergency repairs at

this proceeding. The balance of the tenant's application which includes a monetary claim for \$8,160.00 is dismissed, **with leave to re-apply**.

Issue to be Decided

- Has the tenant provided sufficient evidence that emergency repairs to the rental unit for health or safety reasons are necessary under the *Act*?

Background and Evidence

At the outset of the hearing, the tenant affirmed that the tenant no longer resides in unit 203 where the roof leak was and moved to unit 205 at the time the application was made and that unit 205 does not have a roof leak. As a result, I find there was no need to consider any additional evidence related to the tenant's application related to emergency repairs as this matter is now moot as the tenancy at unit 203 has ended.

The parties were advised that the tenant was granted an expedited hearing based on the tenant's request for emergency repairs. As the tenancy has ended by way of the tenant deciding vacate the rental unit and moving to unit 205 this matter related to the request by the tenant for emergency repairs for unit 203 are concluded.

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, I find the following.

I dismiss the tenant's application for emergency repairs as the tenancy for unit 203 has ended and a request for emergency repairs is now moot.

As noted above, the remainder of the tenant's claim which was severed pursuant to Rule 2.3 of the rules is **dismissed with leave to reapply**.

Conclusion

The tenant's application is dismissed as it is now moot given that the tenant vacated the unit 203 and the tenancy has ended as a result. The tenant confirmed that unit 205 where the tenant now resides does not have a roof leak.

As indicated above, the monetary claim for compensation portion of the tenant's application that was severed in accordance with Rule 2.3 of the rules is dismissed with leave to reapply.

This decision does not extend any applicable timelines under the *Act*.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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: July 19, 2018

Residential Tenancy Branch