



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP, RP

Introduction

On June 1, 2018, the Tenant applied for a dispute resolution proceeding seeking an emergency repair pursuant to section 62 of the *Act* and seeking a repair order pursuant to section 32 of the *Act*.

The Tenant attended the hearing with K.D. as her advocate. The Landlord attended the hearing as well. All in attendance provided a solemn affirmation.

The Tenant advised that she served the Notice of Hearing package by hand to the Landlord but she was not sure of the date she served this package. The Landlord advised that he was not served this Notice of Hearing package by the Tenant and only realized that she had made this Application when he made his own Application on June 12, 2018 and was advised by the Residential Tenancy Branch of the Tenant's Application. When the Tenant was questioned regarding service again, she stated that she assumed she had served this package but she was not sure. K.D. also was not sure if the Tenant had served this Notice of Hearing package to the Landlord. As I was not satisfied that the Tenant's Notice of Hearing package was served to the Landlord in accordance with Rule 3.1 of the Rules of Procedure, I was not prepared to continue with the hearing. The parties then advised me that an Order of Possession was awarded to the Landlord in a separate dispute resolution hearing that was effective for June 30, 2018. As such, it was not necessary to address the merits of an emergency repair order as the tenancy has been determined to be over already. Due to this and the service of the Notice of Hearing issue, I dismiss the Tenant's Application without leave to re-apply.

The Landlord made several references to his own Application for compensation due to the cost of the remediation of bedbugs and he wished to have his Application heard in conjunction with the Tenant's Application. However, the Landlord was advised that the

merits of his case would not be heard during the Tenant's hearing as the tenancy had not yet ended and his Application was premature. In addition, he was only relying on a quote and he had not obtained any final costs for the actual remediation. As such, these claims remain open for the Landlord to follow up on in his own scheduled Application.

Conclusion

I dismiss the Tenant's Application without leave to re-apply.

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: July 3, 2018

Residential Tenancy Branch