



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PEMBERTON HOLMES and [tenant  
name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OLC, RP, FFT

### Introduction

This hearing dealt with an Application for Dispute Resolution (“application”) by the tenants seeking remedy under the *Residential Tenancy Act* (“Act”) for an order directing the landlord to comply with the Act, regulation or tenancy agreement, for regular repairs to the unit, site or property and to recover the cost of the filing fee.

An agent for the landlord MW (“agent”) and the tenants attended the teleconference hearing. At the start of the hearing, the parties were affirmed and the hearing process was explained to the parties. The tenants also confirmed that as of the date of the hearing, January 29, 2018, the landlord has replaced the furnace in the rental unit, which was the primary aspect of the tenants’ application. Based on the above, I find the tenants’ application is now moot, given that the furnace has been repaired by the landlord. Therefore, the only matter for me to decide is the filing fee of \$100.00 which I will address further below.

### Preliminary and Procedural Matters

The tenants were advised at the outset of the hearing that the tenants failed to amend their application in accordance with Residential Tenancy Branch (“RTB”) Rules of Procedure (“Rules”). RTB Rule 4.1 requires an applicant to complete an Amendment to an Application for Dispute Resolution form and to file that completed form with the RTB and to serve that form on the respondent; neither of which the tenants did in the matter before me. In addition, although the tenants submitted a Monetary Order Worksheet (“MOW”) the tenants are unable to amend their application through the submission of evidence or a MOW as the RTB Rule 4.1 does not permit an amendment through the submission of evidence or a MOW. As a result, the tenants were advised that I would only be considering the filing fee at this hearing as the remainder is now moot as

indicated above. The tenants are at liberty to apply for compensation under the *Act*, as that is not part of this application before me.

The parties confirmed their email addresses at the outset of the hearing. The parties also confirmed their understanding that the decision would be emailed to both parties.

#### Issue to be Decided

- Are the tenants entitled to the recovery of the cost of the filing fee under the *Act*?

#### Background and Evidence.

Both parties were given the opportunity to provide their evidence in terms of the history and timeline of the request for repairs to the furnace in the rental unit. While both parties provided their own evidence, the parties did agree that between March 7, 2018 and May 22, 2018, there was a delay in removing an oil heat pump coil from the furnace. The agent confirmed there was a delay and the tenants stated that in total they went without a working furnace for 76 days as the furnace did not work properly during that time period.

Based on that fact alone, I grant the tenants the recovery of the cost of the filing fee as I find that as of the date of the tenants' application filed on December 16, 2018, the furnace had not yet been replaced until December 20, 2018.

Therefore, I grant the tenants' a one-time rent reduction of **\$100.00** for a future month's rent pursuant to section 72 of the *Act*.

#### Conclusion

Although the tenants' application is now moot, I do grant the tenants the filing fee of \$100.00 as indicated above.

The tenants are granted a one-time rent reduction of \$100.00 for a future month's rent in full satisfaction of the recovery of the cost of the filing fee pursuant to section 72 of the *Act*.

This decision will be emailed to the parties as indicated above.

As noted above, the tenants are at liberty to apply for compensation under the *Act*, as that is not part of this application before me. The tenants failed to amend their application as indicated above.

This decision is final and binding on the parties, except as 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: February 1, 2019

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Residential Tenancy Branch