



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP, FFT

Introduction

This hearing convened as a result of a Tenants' Application for Dispute Resolution, filed on May 31, 2019, wherein they sought an Order that the Landlord make emergency repairs to the rental unit as well as recovery of the filing fee.

By amendment the Tenants also sought monetary compensation from the Landlord for lack of heat and hot water in May of 2019.

The hearing was scheduled on an expedited basis pursuant to Rule 10 of the *Residential Tenancy Branch Rules of Procedure*. The hearing of the Tenants' Application was scheduled for teleconference at 9:30 a.m. on June 25, 2019.

Both parties called into the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

Preliminary Matters—Landlord's Name

At the hearing, the Landlord's Property Manager, T.C., who was named as Landlord on the Tenant's Application, confirmed the name of the corporate Landlord. Pursuant to section 64(3)(c) of the *Act* I amend the Tenant's Application to correctly name the Landlord.

Preliminary Matter—Relief Sought

Hearings before the Residential Tenancy Branch are governed by the *Residential Tenancy Branch Rules of Procedure*; Rule 10.7 provides as follows:

10.7 Amending an application for an expedited hearing

An application for an expedited hearing may only be amended at the hearing. Requests to amend an application made prior to the hearing will be denied.

Guidance can also be found in *Residential Tenancy Branch Policy Guideline 51—Expedited Hearings* which provides in part as follows:

...

No other applications are usually considered for an expedited hearing, however there are rare circumstances where an application other than one of those listed above may be set down for an expedited hearing.

...

Applications that are for monetary claims or orders of possession for unpaid rent are not considered for expedited hearings.

...

An application for an expedited hearing cannot be combined with another claim, such as a request for monetary compensation (except a request for repayment of the filing fee). For example, if a tenant applied in a single application for both emergency repairs and monetary compensation for damage to their personal property due to a plumbing leak, the matter will not be set down for an expedited hearing. To engage the expedited hearing process, the tenant would need to file one application for emergency repairs, which would be expedited, and a separate application for dispute resolution to pursue the monetary claim which would be scheduled regularly.

...

Except where required in the circumstances, an expedited hearing is not a way to bypass normal service and response time limits to get a quicker hearing. Therefore, once an application for an expedited hearing is made, it cannot be amended except at the hearing with the permission of the arbitrator.

This is to prevent applicants from “queue jumping”, for example, by applying for emergency repairs and then amending the application to request repairs for the replacement of a fridge or oven which is not considered an emergency. Another example is applying for an early end to the tenancy and then attempting to amend the application for an order of possession for unpaid rent and a monetary order for unpaid rent. These types of applications are not appropriate for the expedited hearing process.

At an expedited hearing, an attempt to amend an expedited hearing application from a request for emergency repairs to regular repairs or from an early end to tenancy to a request for an order of possession for unpaid rent will almost always

result in the arbitrator dismissing the application and the applicant having to start the application process over from the beginning.

I therefore decline the Tenants' request to amend their Application to include monetary compensation. The Tenants are at liberty to reapply for such relief.

Further, at the outset of the hearing the Tenant confirmed that the heat was fixed as of May 31, 2019, shortly after he filed for Dispute Resolution. He also confirmed that there was no issue with his hot water.

Settlement and Conclusion

The only remaining issue was the Tenant's claim for recovery of the filing fee, which was resolved by mutual agreement such that the parties agreed the Tenants could reduce their next month's rent by \$50.00 representing recovery of one half of the filing fee. The parties confirmed that this agreement was made on a voluntary basis. As the parties resolved matters by agreement I make no findings of fact or law with respect to their relative claims. The terms of their agreement is recorded in this my Decision and Order pursuant to section 63 of the *Residential Tenancy Act* and Rule 8.4 of the *Residential Tenancy Branch Rules of Procedure*.

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: June 25, 2019

Residential Tenancy Branch