



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ERP

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for an order for emergency repairs pursuant to section 62.

Both of the tenants and the landlord attended the hearing. The landlord was accompanied by his agent, CC ("landlord").

### Preliminary Issue

The tenant testified he served the landlord with the Notice of Dispute Resolution Proceedings, which includes the Application for Dispute Resolution by sending it by registered mail to the landlord on May 30, 2019. He read out the tracking number for the mailing, noted on the cover page of this decision. The tenant did not provide a proof of service document to prove the documents were served.

### Analysis

The tenant's application for emergency repairs, filed on May 30, 2019 is an application that falls under Rule 10 of the Residential Tenancy Branch Rules of Procedure [Expedited Hearings].

Expedited Hearings are considered urgent matters reserved for situations where urgency and fairness necessitate shorter service and response time limits. As such, proof of service of the Notice of Dispute Resolution Proceedings and the associated documents listed in Rule 10.3 must be proven by the filing of the proof of service document. Rule 10.9 states:

### 10.9 Proof of Service

An applicant **must provide proof of service** by submitting RTB 9 Proof of Service – Notice of a Dispute Resolution form **one day after serving** the Notice of Dispute Resolution Proceeding Package and at least two days before the hearing. Failure to do this may result in the application being dismissed or the hearing being rescheduled or adjourned to a later date.

[emphasis added]

The tenant has not filed proof of service satisfactory to me that the landlord has been properly served with the Notice of Dispute Resolution Proceedings Package. As such, the tenant's application for the landlord to perform emergency repairs is dismissed with leave to reapply. I make no findings on the merits of the matter. Liberty to reapply is not an extension of any applicable limitation period.

### Conclusion

The application is dismissed with leave to reapply.

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 20, 2019

---

Residential Tenancy Branch