



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP, FFT

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- an order requiring the landlord to complete emergency repairs to the rental unit, pursuant to section 33; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord, the landlord's agent and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord confirmed that her agent had permission to speak on her behalf. This hearing lasted approximately 21 minutes.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package and the tenant confirmed receipt of the landlord's evidence package. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application and the tenant was duly served with the landlord's evidence package. This application was filed on July 19, 2019 as an expedited hearing.

At the outset of the hearing, both parties confirmed that the tenant filed an application to cancel a 1 Month Notice to End Tenancy for Cause and for other relief that is scheduled for a future RTB hearing on August 27, 2019 at 11:00 a.m. The file number for that hearing appears on the front page of this decision. I asked both parties if they wanted to deal with that application at this hearing. The landlord confirmed that she did. The tenant refused to deal with it, claiming that it was unrelated to this application, he was not prepared to do so, and he did not have all of his evidence in front of him during this hearing. As the future hearing is for the tenant's application, it is unrelated to this

expedited proceeding, and the tenant refused to proceed with the future application, I did not deal with his future application at this hearing.

Issues

Is the tenant entitled to an order requiring the landlord to complete emergency repairs to the rental unit?

Is the tenant entitled to recover the filing fee for this application from the landlord?

Background and Evidence

Both parties agreed to the following facts. This tenancy began around December 2008. Monthly rent in the current amount of \$725.00 is payable on the first day of each month. A security deposit of \$300.00 was paid by the tenant and the landlord continues to retain this deposit. A written tenancy agreement was signed by both parties. The tenant continues to reside in the rental unit.

The tenant claimed that there was no more urgency to his repair request. He said that the landlord dug up the area outside and replaced the main water line. He stated that there was no more water coming inside his rental unit as of July 26, 2019.

The tenant requested that the landlord cover a 1 foot by 1 foot hole inside the corner of his rental unit, where the new water line was installed. He said that the landlord needed to pour concrete in the hole and refinish the floor, so that he could move his desk and other items back properly.

Analysis

The landlord agreed to cover the hole and refinish the floor by August 23, 2019, by giving at least 24 hours' written notice to the tenant before entry for the repair, after which the tenant agreed to provide access. I order the landlord to complete this repair.

As both parties agreed to the above term and I was not required to make decision on the merits of the tenant's application, I decline to award the \$100.00 application filing fee to the tenant.

Conclusion

I order the landlord to repair the open hole inside the corner of the tenant's rental unit by August 23, 2019. I order the tenant to give access for the repair to the landlord and any contractors, provided that the landlord gives at least 24 hours' written notice to the tenant first.

The tenant's application to recover the \$100.00 filing fee is dismissed without 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: August 08, 2019

Residential Tenancy Branch