



# 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 to the landlord to make emergency repairs to the rental unit pursuant to section 33.

The tenant attended the hearing via conference call and provided testimony. J.C.B. attended the hearing via conference call and identified himself as the executor on behalf of the estate of the named landlord. B.B. The tenant accepted that the party, J.C.B. is the authorized agent of the late landlord's estate. As such, J.C.B. shall now be known as the landlord's agent (the landlord).

Both parties confirmed that the tenant served the landlord with the notice of hearing package and that no documentary evidence was submitted. The landlord stated that he filed late evidence (on the morning of the hearing) to establish his role as an executor of the late landlord's estate and served the tenant via email on the same date of the hearing. The tenant stated he has not reviewed his email on the morning of the hearing and cannot confirm receipt. I find that the submission of the landlord's late evidence is unrelated to the tenant's claim and as such are not prejudicial to the tenant, save the copy of the submitted signed tenancy agreement. During the hearing, the tenant verbally confirmed the contents of the signed tenancy agreement submitted by the landlord. As such, I find that both parties have been sufficiently served as per the Act.

### Preliminary Issue(s)

At the outset, the tenant's application was clarified. The tenant provided testimony that the named landlord is deceased and seeks an order for emergency repairs of the furnace by the executor of the landlord's estate.

### Issue(s) to be Decided

Is the tenant entitled to an order for emergency repairs?

### Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on September 15, 2018 on a month-to-month basis as per the submitted copy of the signed tenancy agreement dated September 7, 2018. The monthly rent was \$1,300.00 payable on the 1<sup>st</sup> day of each month. A security deposit of \$650.00 was paid on September 7, 2018.

The tenant seeks an order for emergency repairs by the landlord. The tenant clarified that in January 2019 the furnace failed to operate. The named landlord was informed in late January 2019. The tenant was advised that the furnace would be repaired. Both parties confirmed that the named landlord "passed away" in early February 2019. The tenant stated since this occurred, the furnace has not yet been repaired as of the date of this hearing.

### Analysis

Section 63 of the Residential Tenancy Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the two parties during the hearing led to a resolution. Specifically, it was agreed as follows:

The tenant agreed to cancel his application for emergency repairs.

The landlord agreed to have a certified professional furnace technician attend by August 20, 2019, to inspect and repair/replace the furnace as necessary deemed by the technician. .

The landlord shall provide proper notice to the tenant upon securing an appointment for the technician to attend.

Both parties agreed that the above noted particulars comprised a full and final settlement of all aspects of the dispute arising from this application for dispute resolution.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

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 15, 2019

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Residential Tenancy Branch