



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ERP

### Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution, made on August 22, 2019, (the "Application"). The Tenant is seeking the following relief, pursuant to the *Residential Tenancy Act* (the "*Act*"):

- an order for emergency repairs.

The Tenant and the Landlord's Agents attended the hearing at the appointed date and time and provided affirmed testimony.

The Tenant testified that she served her Application and documentary evidence package to the Landlord by registered mail, however could not recall when the mailing took place. The Landlord's Agents confirmed receipt. The Tenant stated that she was unable to serve the Landlord with a copy of her digital evidence. As such, it was explained the Tenant that her digital evidence would not be considered during the hearing. The Landlord's Agents testified that they served the Tenant with their documentary evidence by registered mail, however, could not recall the date of service. The Tenant confirmed receipt. Pursuant to Section 71 of the *Act*, I find the above documents were sufficiently served for the purposes of the *Act*.

The parties were given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

1. Is the Tenant entitled to an order for the Landlord to make emergency repairs to the rental unit, pursuant to Section 62 of the *Act*?

Background and Evidence

The parties testified and agreed to the following; the tenancy began on June 15, 2018. Currently, the Tenant pays rent in the amount of \$1,542.62 to the Landlord which is due on the first day of each month. The Tenant paid a security and pet damage deposit for a total of \$1,252.50, which the Landlord continues to hold.

The Tenant is seeking an order that the Landlord repair a broken lock on a bedroom window. The Tenant stated that the window lock has been broken since the start of the tenancy. In response, the Landlord's Agents stated that the window has since been fixed. During the hearing, the Tenant went to inspect the window at which point it was determined that the window had in fact been fixed and the Tenant was satisfied with the repair.

The Tenant also stated that the latch on the sliding glass door is also difficult to close as the door is not aligned properly. The Landlord stated that he would have someone attend the rental unit this week to inspect the latch and repair if needed.

Analysis

Based on the affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find:

I accept that the Tenant had an issue with the window lock in the rental unit and that the Landlord has since repaired the lock to the Tenant's satisfaction. As such, I dismiss the Tenant's Application without leave to reapply.

During the hearing the Tenant mentioned that the latch on the sliding glass door is difficult to lock. As the Tenant did not include this claim in her Application and that there is no evidence before me that the Tenant amended her Application to include this claim, I am not at liberty to make a decision on this claim. I accept that during the hearing the Landlord's Agents stated that they would make arrangements to have the latch inspected and repaired if needed. The Tenant is at liberty to reapply for a regular repair should the sliding glass door does not get repaired.

Conclusion

The parties confirmed during the hearing that the Tenant's Application for emergency repairs as been resolved. As such, the Tenant's Application 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: October 28, 2019

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Residential Tenancy Branch