



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Skylark Realty Inc.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ERP FFT

### Introduction

In this dispute the tenant sought an order for emergency repairs under sections 32 and 62 of the *Residential Tenancy Act* (the “Act”) and recovery of the filing fee pursuant to section 72 of the Act.

The tenant applied for dispute resolution on January 16, 2020 and a dispute resolution hearing occurred on February 3, 2020. Both parties attended the hearing, including the tenant’s husband who spoke on her behalf, and they were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. Both parties confirmed the exchange of evidence and no issues of service were raised.

I have reviewed evidence submitted that met the *Rules of Procedure* and to which I was referred but have only considered evidence relevant to the preliminary issue of this application. Not all the parties’ testimony is therefore reproduced below.

### Preliminary Issue: No Reasonable Grounds for Current Application

The tenant testified about a central heating system that was inoperable for the period of October 1, 2019 (the date that the tenancy started) until approximately January 24, 2020, which it was eventually repaired.

The tenant’s application was for an order that the landlord repair the inoperable heating system. This order may be granted under section 62 of the Act for emergency repairs which fall under section 32, along with any other legal obligations that a landlord is required to provide under this section.

Nearer to the end of the hearing the tenant testified that the rental unit is presently at a comfortable 21°C and the landlord's representative testified that there is, at present, "no issue with the heat," and that since January 24, 2020, "it is working." The tenant did not dispute that the system is presently working.

As per section 62(4) of the Act an arbitrator "may dismiss all or part of an application for dispute resolution if [ . . . ] there are no reasonable grounds for the application".

As there are no longer any reasonable grounds for the application — the the primary heating system which was the subject of this application is in working order — I dismiss the tenant's application without leave to reapply. Further, a claim for recovery of the filing fee is dismissed without leave to reapply. Finally, the side-issue of access to a storage locker (or storage room) does not fall within what would constitute "emergency repairs" under the Act, and as such I make no finding in respect of that matter.

While the tenant and her husband have undoubtedly been inconvenienced by the lack of a central heating system for almost four months, whether any compensation is due is the subject of the tenant's other application. Likewise, the landlord's application for an order of possession due to an alleged failure to pay rent is to be determined in a separate hearing. I make no findings of fact or law in respect of those two applications.

### Conclusion

This application is dismissed.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: February 3, 2020

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Residential Tenancy Branch