



# 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* (the *Act*) for:

- an Order for emergency repairs, pursuant to section 33; and
- authorization to recover the filing fee for this application from the landlord, pursuant to section 72.

The landlord, the landlord's social worker, the tenant and the tenant's support person/sister attended the hearing. The landlord and the tenant were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

The tenant testified that she personally served the landlord with her application for dispute resolution on February 27, 2020. The tenant entered a witnessed proof of service document confirming same. The landlord testified that he can't remember if he received it but did have a copy in front of him. Based on the evidence of the tenant and the witnessed proof of service document, I find that the landlord was served with the tenant's application for dispute resolution in accordance with section 89 of the *Act*.

### Preliminary Issue- Amendment

Both parties agree that both parties reside on the same parcel of land and have the same mailing address. The landlord resides in the main house on the property and the tenant resides in the carriage house on the property. Pursuant to section 64 of the *Act*, I amend the tenant's application to state that she resides in the carriage house.

### Issues to be Decided

1. Is the tenant entitled to an Order for emergency repairs, pursuant to section 33 of the *Act*?
2. Is the tenant entitled to recover the filing fee for this application from the landlord, pursuant to section 72 of the *Act*?

### Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of both parties, not all details of their respective submissions and arguments are reproduced here. The relevant and important aspects of the tenant's and landlord's claims and my findings are set out below.

The tenant testified that she moved into the subject rental property in November of 1996. The landlord testified that he could not specifically recall when the tenant moved in, but it was around that time. Both parties agree that the monthly rent is \$800.00 due on the first day of each month.

The tenant testified that she filed this application because the electricity to the subject rental property was turned off on February 12, 2020 and she was seeking an Order for the landlord to have the electricity restored. The tenant testified that the electricity was restored to the subject rental property on March 6, 2020. The landlord agreed that the electricity was restored.

### Analysis

As the repairs sought by the tenant in this application for dispute resolution have already been completed, I dismiss the tenant's claim because the issues raised in the application are no longer applicable.

### Conclusion

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: March 13, 2020

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Residential Tenancy Branch