



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding RELIANCE PROPERTY MANAGEMENT LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ERP, FFT

### Introduction

On March 25, 2020, the Tenants applied for a Dispute Resolution proceeding seeking an Emergency Repair Order pursuant to Section 62 of the *Residential Tenancy Act* (the “Act”) and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

Both the Tenants attended the hearing and B.S. attended the hearing as an agent for the Landlord. All parties in attendance provided a solemn affirmation.

The Tenants advised that they served the Landlord with a Notice of Hearing package by registered mail on March 26, 2020 and B.S. confirmed that this was received. Based on this undisputed testimony, and in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Landlord was served the Notice of Hearing package.

Tenant K.W. requested that the hearing be adjourned as it was her position that Tenant M.S. made the Application and he did not inform her of this until April 17, 2020. As a result, she was not aware of this Application or of the hearing date, she had a limited amount of time to prepare for the hearing, and she was unable to compile the relevant evidence to submit it on time. She stated that the reason he did not inform her of this Application was because there was a breakdown in their relationship, and she was unable to communicate with him throughout this time.

When M.S. was questioned about this, he advised that he told her that he filed this Application and that she was aware of it. When he was asked to further elaborate, he took an unusual amount of time to answer questions and whispering could be heard in the background. Based on these long pauses and the whispering, he was reminded that he solemnly affirmed to tell the truth and that his answers to when he advised K.W. of this hearing were inconsistent. He then restated that he only informed K.W. of this

hearing on April 17, 2020 and the reason he waited so long to do this is because of their tenuous relationship. He stated that he is not sure why he waited so long to tell her, but he did so eventually because there was a limited amount of time to act.

While K.W. claimed not to have known about this hearing until April 17, 2020 even though she received an email on April 6, 2020 from the Landlord about withdrawing this hearing, she claimed not to have understood what the withdrawal pertained to. Furthermore, she stated that she left the rental unit in the first week of March 2020, she entered into a new tenancy agreement on March 28, 2020 with a new landlord, she gave up vacant possession of the rental unit on April 2, 2020, and that she had no plans on returning to the rental unit. As well, she stated that she provided the Landlord with a forwarding address in writing on April 6, 2020 of a new property that she intended on staying at.

When reviewing the testimony of the Tenants, I find the statements made by M.S. to be dubious as his delayed responses and apparent discussions with K.W. appeared as if he was not providing truthful answers, but was discussing what answers to give based on dialog with K.W. Furthermore, it does not make sense why he allegedly only chose to inform K.W. of this scheduled hearing on April 17, 2020.

With respect to K.W.'s testimony, while she alleges that she was only aware of this hearing on April 17, 2020, she confirmed that she received an email from the Landlord on April 6, 2020 regarding a potential withdrawal of the Application. While K.W. advised that she was confused by this email, I do not find it plausible that had she not been aware of the Application prior to this date of receiving that email, that she would not have found out about the details of this Application prior to April 17, 2020. Moreover, she emailed the Landlord on April 7, 2020 advising that she had already moved out. When assessing the testimony of the Tenants, I find that there are significant credibility issues with the truthfulness of their testimony. Regardless, as the Tenants have given up vacant possession of the rental unit, an emergency repair Order cannot be granted. K.W. stated that she is no longer seeking an emergency repair Order and she elected to withdraw this Application.

I find that K.W.'s request to withdraw the Application in full does not prejudice the Landlord. In response, B.S. understood this withdrawal request. Therefore, K.W.'s request to withdraw the Application in full was granted.

Conclusion

Based on the above, K.W. has withdrawn this Application in full and this Application is consequently 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 *Residential Tenancy Act*.

Dated: April 20, 2020

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Residential Tenancy Branch