# Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

## DECISION

Dispute Codes ERP

This hearing dealt with an Application for Dispute Resolution (the Application") that was filed by the Tenant under the Residential Tenancy Act (the Act), seeking an Order for the Landlord to complete emergency repairs.

This matter was set for hearing by telephone conference call at 9:30 A.M. (Pacific Time) on October 15, 2020, and was attended by the Landlord D.B. (the Landlord), who provided affirmed testimony. The Notice of Dispute Resolution Proceeding states the date and time of the hearing, that the hearing will be conducted by telephone conference call, and provides the phone number and access code for the hearing. It also instructs participants that they are to call into the hearing themselves no more than five minutes before the start of the hearing. I confirmed that the details shown in the Notice of Dispute Resolution Proceeding was correct and note that the Landlord had no difficulty attending the hearing on time using the information contained in the Notice of Hearing provided to them by the Tenant. Although the line remained open while the phone system was monitored for 18 minutes, neither the Tenant nor a person acting on their behalf called into the hearing during this time.

Rule 7.1 of the Residential Tenancy Branch Rules of Procedure (the Rules of Procedure) states that the dispute resolution hearing will commence at the scheduled time unless otherwise set by the arbitrator. As the Landlord and I attended the hearing on time and ready to proceed, the Landlord acknowledged service of the Application and Notice of Hearing from the Tenant, and there was no evidence before me that the parties had agreed to reschedule or adjourn the matter, I commenced the hearing as scheduled at 9:30 A.M. on October 15, 2020.

Although no written tenancy agreement was provided for my review and consideration, the Landlord stated that it is their understanding that a verbal tenancy agreement under the Act was entered into between the tenant M.P. (the Tenant) and the landlord W.B., in

approximately the summer of 2016, wherein it was agreed that in lieu of paying rent, the Tenant would reside in and look after the property in a security/caretaker capacity as it became vacant when W.B.'s spouse passed away and is in a remote area, making it prone to vandalism and damage. D.B. also stated that the other Applicant, D.Y., as well as their son, who also resides in the rental unit, are not tenants but occupants of the rental unit, who have been permitted access to the rental unit by the Tenant, not the Landlords.

As there is no evidence before me to the contrary, I accept the affirmed and uncontested testimony of the Landlord that a tenancy under the Act has existed between W.B. and M.P. since approximately the summer of 2016 and that services such as security and property maintenance are to be rendered by the Tenant in lieu of paying rent. I also accept as fact that M.P. is the only tenant of the property and that the other applicant D.Y., as well as any other occupants of the property, are not tenants under the Act. As a result, only the Tenant (M.P.) has been named in this decision.

The Landlord stated that on approximately September 29, 2020, a plumber attended the rental unit at their own cost to resolve a clog in the main sewer stack. As a result, the Landlord stated that no emergency repairs are required as the matter has already been resolved. The Landlord also denied that they failed to act diligently in completing the repair as alleged by the Tenant and testified that the Tenant had failed to notify them of the issue in a timely manner and had attempted to prevent and delay entry to the rental unit for the purpose of completing the repair.

As there is no evidence before me to the contrary and as the Tenant did not attend the hearing to provide any evidence or testimony for my consideration with regards to the emergency repairs sought, I am satisfied on a balance of probabilities that the issue has been resolved and that no emergency repairs are required.

Further to this, rule 7.3 of the Rules of Procedure states that if a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the application, with or without leave to reapply. Rule 8.1 of the Rules of Procedure also states that the arbitrator determines when the hearing has ended.

Based on the above, and as the Tenant did not attend the hearing of their own Application by 9:48 A.M., I therefore dismiss the Tenant's Application for emergency repairs 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 Act.

Dated: October 15, 2020

Residential Tenancy Branch