



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Imperial Tower, CA Realty Ltd, dba Creighton and Associates  
Realty and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ERP, FF

### Introduction, Preliminary and Procedural Matters-

This hearing dealt with the tenants' application for dispute resolution under the Residential Tenancy Act (Act) for an Expedited Hearing. The tenants filed for:

- an order requiring the landlord to make emergency repairs to the rental unit for health or safety reasons; and
- recovery of the filing fee.

The tenant NK and the landlord attended, the hearing process was explained, and they were given an opportunity to ask questions about the hearing process.

Shortly after the beginning of the hearing, the tenant said that the repairs have been completed, which was confirmed by the landlord.

The parties confirmed that it was no longer necessary to deal with the tenants' request for the repairs; however, the tenant said it was necessary to file the application as the repairs were not being made and as such, she requested recovery of the filing fee.

The landlord said that it was not necessary for the tenants to have filed their application as he was dealing with the tenants' requests, that the repairs were made prior to the tenants filing their application and disputed that the tenants are entitled to recovery of their filing fee.

I note additionally that the tenants provided evidence which indicated a monetary claim and the landlord submitted evidence in response to a monetary claim.

I informed the tenant that I would be unable to consider a monetary claim at this hearing, as their application was for an expedited hearing. Claims are not to be split, as the only issue was for emergency repairs.

The parties have been in discussion separately about a settlement of the tenants' monetary claim and I encourage them to continue with negotiations. The tenant was advised if an agreement could not be reached, they may elect to file another application for dispute resolution to resolve their differences.

I heard testimony from the parties on whether the tenants are entitled to recovery of their filing fee.

### Analysis and Conclusion

In this case, the tenants submitted that there was a leakage in the wall. I find that the wall leakage is not an emergency repair as defined under section 33 of the Act. I do, however, find it is a repair defined under section 32 of the Act for health, safety, and housing standards required by law.

When a tenant makes a request for repairs to the landlord, I find the landlord must be afforded a reasonable time to address the repairs.

I have reviewed the parties' respective evidence, which included timelines.

After review, I find that the landlord responded to the tenants' requests shortly after being notified. The tenants submitted that they gave notice on September 2, 2020 and a technician visited that day. A technician visited again on September 4, 2020 and work was being performed throughout September 2020.

Due to the tenants' evidence, I find the landlord dealt with the tenants' repair requests, and therefore decline to award the tenants recovery of their filing fee.

The parties are encouraged to continue discussions on a settlement of the financial issues raised by the tenants for loss of use of at least a portion of the rental unit.

As I did not consider a monetary award for the tenants, they were informed if a settlement could not be reached, they were at liberty to make another application for dispute resolution.

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: November 3, 2020

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Residential Tenancy Branch