



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      **ERP, FFT**

### Introduction

This emergency hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- An order that the landlord perform emergency repairs pursuant to section 33; and
- Authorization to recover the filing fee from the landlord pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

As both parties were present service was confirmed. The parties testified that they had been served with respective materials and based on the testimonies, I find each party duly served in accordance with sections 88 and 89 of the *Act*.

### Issue(s) to be Decided

Should the landlord be ordered to make emergency repairs to the rental unit?  
Is the tenant entitled to recover the filing fee from the landlord?

### Background and Evidence

While I have turned my mind to all the documentary evidence and the testimony of the parties, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the claim and my findings around each are set out below.

The parties agree that this periodic tenancy began in August, 2020. The monthly rent is \$1,400.00 payable on the first of each month. No written tenancy agreement was signed.

The parties agree that there were leaks in the roof of the rental unit at the time the application was filed but those issues have since been repaired. The tenant expressed concern that the electrical system may have been damaged due to the leaks but the landlord testified that they have been inspected and there are no issues.

### Analysis

Based on the undisputed evidence of the parties, I find that there were issues with leaks in the roof of the rental unit that have since been resolved. The tenant's concern with the electrical system arose from correspondence with the landlord wherein the landlord mentioned that there may have been damage due to the leaks. The only evidence in support of potential issues is their correspondence with the landlord. I accept the testimony of the landlord that there are no issues with the electrical system. As I find that there are no further issues requiring emergency repairs, I dismiss this application in its entirety without leave to reapply.

The landlord raised issues they have with the tenant's use of the rental unit but I find that this is irrelevant to the matter at hand. If the landlord wishes to pursue their own claim they can do so by filing an application. Including complaints in their evidentiary materials is not an appropriate manner of starting a claim.

### Conclusion

The tenant's application is dismissed in its entirety 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: November 27, 2020

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Residential Tenancy Branch