



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BROWN.Bros.Agencies LTD and  
[tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ERP

### Introduction

This expedited hearing dealt with the tenant's application pursuant to section 33 of the *Residential Tenancy Act* (the "Act") for an order that the landlord perform emergency repairs.

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. The corporate landlord was represented by its agents.

As both parties were present service was confirmed. The parties each testified that they were served with the respective materials and based on the testimonies I find them each 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?

### Background and Evidence

This periodic tenancy began in April, 2020. The monthly rent is \$1,175.00 payable on the first of each month. The tenant was issued a 10 Day Notice to End Tenancy for Unpaid Rent dated September 15, 2020. The tenant filed their present application seeking emergency repairs on an expedited basis on September 18, 2020.

The tenant submits that the door to the rental unit will not close and that the locks provided for the windows are inadequate. The tenant says that they informed the

landlord of these issues but they have failed to make appropriate repairs. The tenant now seeks an order that the landlord perform repairs to these issues.

The landlord disputes that the tenant has requested repairs to be made to the door and windows as submitted and gave evidence that they have done some work on the issues in the past and believed both the door and window to be in good working order.

### Analysis

An expedited hearing is established under Residential Tenancy Rule of Procedure 10 to deal with emergency matters where urgency and fairness necessitate shorter service and response times. As set out in Policy Guideline 51, “an application for an expedited hearing cannot be combined with another claim, such as a request for monetary compensation”.

Therefore, while I accept that both parties have filed separate applications with separate hearing dates scheduled I am unable to combine them to be heard together at this hearing.

Pursuant to Rule of Procedure 6.6 the onus to establish their claim on a balance of probabilities lies with the applicant making the claim.

I find the tenant has failed to provide sufficient evidence in support of their claim. I find that the bulk of the documentary evidence submitted by the tenant pertains to issues other than their claim that emergency repairs are required. I find the photograph and brief video recording submitted by the tenant to not be sufficient to show that there is any issue with the door or window requiring intervention by the landlord. I find the tenant’s testimony to consist primarily of subjective complaints with little substance. I find both individually and cumulatively the tenant has not established any portion of their claim. Consequently, I dismiss the tenant’s application in its entirety without leave to reapply.

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: November 13, 2020

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Residential Tenancy Branch