



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding MITA HOLDINGS LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      RP FFT

### Introduction

This hearing was convened as a result of the tenant's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act). The tenant applied for regular repairs to the unit, site or property and to recover the cost of the filing fee.

The tenant and the director of the landlord company, AL (landlord) attended the teleconference hearing and gave affirmed testimony. The landlord confirmed that they had received the tenant's application and reviewed the documentary evidence that was sent in accordance with the Residential Tenancy Branch (RTB) Rules of Procedure (Rules). The late evidence submitted by the tenant two days before the hearing was excluded in full as it was served late and contrary to RTB Rule 3.14. Words utilizing the singular shall also include the plural and vice versa where the context requires.

### Preliminary and Procedural Matters

The parties were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) Rule 6.11. The parties were also informed that if any recording devices were being used, they were directed to immediately cease the recording of the hearing. In addition, the parties were informed that if any recording was surreptitiously made and used for any purpose, they will be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation under the Act. Neither party had any questions about my direction pursuant to RTB Rule 6.11.

In addition, the parties confirmed their respective email addresses at the outset of the hearing and stated that they understood that the decision would be emailed to them.

### Issues to be Decided

- Is this application premature?
- If yes, should the filing fee be recovered?

### Background and Evidence

The tenant's application states the following:

F & M who report to AL are aware of this issue as evidenced by the single mouse trap they've placed at the front door. Their negligence to send Pest Control despite ageering too on Dec 16th via phone. Daily sightings since Nov 23rd. Cought 2 mice myself. Confirmation from other tenants they have similar issues on multiple floors. Confirmation from pest control that I called myself and came Jan 1st 'there are multiple entry points due to structural issues in building'.

[Reproduced as written, except for anonymizing names to protect privacy]

At the start of the hearing the tenant confirmed that they have not requested repairs to the rental unit in writing to the landlord. The tenant stated that they made a phone call to the caretaker on December 16, which the landlord disputed as the landlord stated that the phone call was related to something else.

### Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, I find the following.

I find that the tenant's application is premature, due to the fact that the tenant confirmed that they have not written to the landlord to request repairs to the unit, site or property. I find that the tenant's phone call to the caretaker was disputed by the landlord during the hearing and that the tenant has failed to meet the burden of proof as a result.

Accordingly, I do not grant the filing fee as this application was premature.

Pursuant to section 62(3) of the Act, I order the tenant to put their request for repairs in writing to the landlord and give the landlord reasonable time to address the requested repairs. If the landlord fails to address the requested repairs in a reasonable time, the tenant may then apply for remedy under the Act.

I find that a request related to mice in the rental unit is not an emergency repair as defined by section 33(1) of the Act.

Conclusion

The tenants' application is premature and is therefore dismissed, with leave to reapply.

The tenant has been ordered to put their request for repairs in writing to the landlord and give the landlord reasonable time to address the requested repairs. If the landlord fails to address the requested repairs in a reasonable time, the tenant may then apply for remedy under the Act.

The filing fee is not granted as this application was premature.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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, 2021

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Residential Tenancy Branch