



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 1078062 BC LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes**      ERP FFT

### **Introduction**

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

- an order to the landlord to make emergency repairs to the rental unit pursuant to section 33;
- authorization to recover the filing fee for this application from the landlord, pursuant to section 72 of the *Act*.

GD appeared on behalf of the landlord ('landlord') in this hearing. GD's son also attended. Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. Both parties were clearly informed of the RTB Rules of Procedure about behaviour including Rule 6.10 about interruptions and inappropriate behaviour, and Rule 6.11 which prohibits the recording of a dispute resolution hearing. Both parties confirmed that they understood.

The landlord confirmed receipt of the tenants' dispute resolution application ('Application') and evidence package. In accordance with sections 88 and 89 of the *Act*, I find that the landlord duly served with the Application and evidence. The landlord did not submit written evidence for this hearing.

The tenants indicated in the hearing that they are in the process of moving out of the rental unit, and wish to withdraw their application for emergency repairs at this time. The tenants testified that due to the circumstances they felt the emergency repairs at this time would not be possible. Accordingly, the tenants' application under section 33 for emergency repairs is cancelled.

The tenants testified that they still wished to be reimbursed the \$100.00 filing fee paid for this application. The landlord testified in the hearing that they are willing to reimburse the tenants the entire \$100.00 filing fee. Both parties agreed that the tenants may

choose to give effect to this monetary award by reducing their August rent payment by \$100.00.

**Conclusion**

The tenants withdrew their application for emergency repairs.

The landlord agreed to reimburse the tenants the \$100.00 filing fee. Both parties agreed that the tenants may choose to implement this monetary award of \$100.00 by reducing their August rent payment by that amount.

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: August 9, 2021

---

Residential Tenancy Branch