



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      ERP

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

- an order to the landlord to make emergency repairs to the rental unit pursuant to section 33.

The tenant, L.C. and both landlords attended the hearing via conference call and provided affirmed testimony. The tenant, F.I. did not attend and was unrepresented. The tenant, L.C. stated that he was prepared to proceed without his co-tenant.

Both parties were advised that the conference call hearing was scheduled for 60 minutes and pursuant to the Rules of Procedure, Rule 6.11 Recordings Prohibited that recording of this call is prohibited.

Both parties confirmed the tenants served the landlords with the notice of hearing package by posting it to the landlord's door on July 24, 2021. The landlords stated that the tenants with their submitted documentary evidence via email on August 1, 2021 to the tenant, F.I.'s email. The landlord, L.C. stated that he did not receive it, but that he could not comment on F.I.

Both parties confirmed the tenants served the landlords with their late evidence on August 12, 2021 (same date as hearing) via email.

I accept the affirmed evidence of both parties and find that the landlords have been sufficiently served with the notice of hearing package by the tenant as per section 71 of the Act. I also find that the late evidence submitted by the tenants to the landlords has not been properly served and as such is excluded from consideration in this hearing. Both parties were also advised that the tenant may reference their evidence verbally and that the landlord would be given an opportunity to respond to it before the Arbitrator would make a finding on its submission. I also accept the undisputed evidence that the

landlords served the tenants with their submitted documentary evidence via email on August 1, 2021 and find that the tenants are deemed served as per section 90 of the Act.

At the outset, the tenants' application was clarified. The tenants seek a request for emergency repairs regarding the electrical issues, however, the tenants failed to provide any specifics in their application for this. Discussions took place in which the tenants identified issues with the electrical box being hot to the touch and the breakers tripping; and lights flickering. The landlords argued that none of these issues were reported clearly to the landlords. Discussions continued.

Section 63 of the Residential Tenancy Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the two parties during the hearing led to a resolution. Specifically, it was agreed as follows:

Both parties agreed to the landlords having an electrician attend to inspect and if necessary make repairs to the electrical box. The landlords shall give notice to the tenants of when the electrician may attend to inspect the electrical box.

The tenants agree to cancel their application for dispute.

Both parties agreed that the above noted particulars comprised a full and final settlement of all aspects of the dispute arising from this application for dispute resolution.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

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 12, 2021

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Residential Tenancy Branch