



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP

Introduction and preliminary matters

On July 30, 2021, the Tenant made an Application for Dispute Resolution seeking an emergency repair Order pursuant to Section 62 of the *Residential Tenancy Act* (the “Act”).

Records indicate that an email was sent to the Tenant on August 12, 2021, by the Residential Tenancy Branch, advising that her Application for an emergency repair Order required updates as no details were provided with respect to the specific emergency repairs needed. As well, it was reiterated that no evidence was provided to prove that any issues fell under the emergency repair requirements of Section 33 of the *Act*.

On August 26, 2021, the Application was re-submitted by the Tenant without updating the requested changes, and as a result, this hearing was not scheduled to be heard in a timeframe for a justified emergency repair issue.

The Tenant attended the hearing, with J.M. attending as an advocate for the Tenant; however, the Landlord did not attend at any point during the 43-minute teleconference. At the outset of the hearing, I informed the parties that recording of the hearing was prohibited and they were reminded to refrain from doing so. All parties acknowledged these terms. As well, all parties in attendance provided a solemn affirmation.

Records also indicated that the Notice of Hearing package was emailed to the Tenant on August 26, 2021, to be served to the Landlord by August 29, 2021 at the latest. J.M. advised that she recently took over this file last month and she believed the previous advocate served the Notice of Hearing package to the Landlord by email. However, she was not sure if this was done, she did not have any proof of service, and while she

submitted that email service was approved by the Landlord, there was no evidence provided to confirm that this was the preferred method of communication with the Landlord. In addition, she indicated that the Landlord had passed away unexpectedly on December 1, 2021.

As there is insufficient proof that the Landlord was served the Notice of Hearing package by August 29, 2021, in a manner in accordance with the *Act* and pursuant to Rule 3.1 of the Rules of Procedure, I am not satisfied that the Landlord was duly served this package. Moreover, as the Landlord has now passed away and as a representative of the Landlord did not attend the teleconference, there was no manner with which to proceed with this Application. Consequently, I dismiss this Application with leave to reapply.

Conclusion

I dismiss the Application for Dispute Resolution with leave to reapply; however, this does not extend any applicable time limits under the legislation. I have not made any findings of fact or law with respect to the Application.

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: December 14, 2021

Residential Tenancy Branch