



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OLC, FFT

### Introduction

Pursuant to section 58 of the Residential Tenancy Act (the Act), I was designated to hear an application regarding the above-noted tenancy. The tenants applied for:

- an order for the landlord to comply with the Act, the Residential Tenancy Regulation and/or tenancy agreement, pursuant to section 62; and
- an authorization to recover the filing fee for this application, under section 72.

Tenants KA (the tenant) and KE and the landlord attended the hearing. The landlord was represented by property manager OG. The tenants were assisted by JO and DA. All were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

At the outset of the hearing the attending parties affirmed they understand it is prohibited to record this hearing.

Per section 95(3) of the Act, the parties may be fined up to \$5,000.00 if they record this hearing: "A person who contravenes or fails to comply with a decision or an order made by the director commits an offence and is liable on conviction to a fine of not more than \$5 000."

The notice of hearing dated October 25, 2021 states:

01. I want the landlord to comply with the Act, regulation and/or tenancy agreement:  
Domus Management has told the residents of [redacted for privacy] that we will be without an elevator for 10 to 12 weeks beginning March 14, 2022. They say we must pay full rent even though many people will not be able to access our suites. Yes we could climb down in the event of an emergency but for groceries, laundry, garbage, recycling? Drs visits etc. We will have to empty our fridge and freezer as we have to plan for a power outage. We will have to rent a furnished suite.

The landlord confirmed receipt of the notice of hearing on October 29, 2021. The landlord affirmed he does not understand which order the tenants are seeking.

The tenant stated the elevator in the rental building will be repaired and the tenants are seeking a rent reduction of 50%. If the elevator repair is not completed after three months, the tenants are seeking a greater rent reduction.

The landlord testified that only during the hearing he learned which order the tenants are seeking.

The tenant said she called the landlord after she served the notice of hearing and explained to him which order the tenants are seeking. The landlord affirmed he does not recall receiving a phone call from the tenants.

Rule of Procedure 2.2 states: "The claim is limited to what is stated in the application".

I find the application does not state the order the tenants are seeking. The application does not state the tenants are seeking a rent reduction and does not indicate any monetary amount or percentage of rent reduction. I find it is not fair to proceed with the hearing because the tenants did not explain in the application which order they are seeking and the landlord only learned during the hearing which order the tenants are seeking.

As such, I dismiss the tenants' application with leave to reapply. Leave to reapply is not an extension of timeline to apply.

The tenants must bear the cost of the filing fee, as the tenants were not successful.

### Conclusion

I dismiss the application with 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: March 08, 2022