



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ERP 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 emergency repairs and to recover the cost of the filing fee.

The tenant and their legal counsel, TD (counsel) appeared at the teleconference hearing. The tenant was affirmed. Counsel was not affirmed as counsel has already sworn an oath when called to the Bar. The tenant and counsel were also provided the opportunity to ask questions. Words utilizing the singular shall also include the plural and vice versa where the context requires.

The landlords did not attend the hearing, although registered mail documents were presented by the tenant and counsel, which I find supports that the landlords were served in accordance with the Act.

### Preliminary and Procedural Matters

The tenant and counsel 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 tenant and counsel 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 tenant and counsel 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. The tenant and counsel did not have any questions about my direction pursuant to RTB Rule 6.11.

In addition, the tenant confirmed their email addresses at the outset of the hearing and stated that they understood that the decision would be emailed to them. As the tenant and counsel did not have an email address for the landlords, the decision will be sent by regular mail to the landlords.

This application is being refused, pursuant to section 59(5)(c) of the Act as I find the tenant's application for dispute resolution did not provide sufficient particulars of their claim for emergency repairs as is required by section 59(2)(b) of the Act. The tenant writes in their application the following:

Previous hearing set out orders to have urgent emergency repairs conducted on unit after flooding events. Few orders have been carried out and situation remains a hazard. Other emergency repairs have also not been conducted.

I find that proceeding with the tenant's application at this hearing would be prejudicial to the respondents the absence of particulars make it difficult, if not impossible, for the respondents adequately prepare a response to the tenant's application.

At the very least, I would have expected the tenant to indicate what emergency repairs they were seeking. Accordingly, the tenant is at liberty to reapply; however, they are encouraged to include specific details of the emergency repairs they are seeking on their application.

I do not grant the filing fee as this matter was refused as noted above.

In addition, the tenant and counsel were advised that for enforcement or compliance issues related to their previous hearing (Previous Decision), they may wish to contact the RTB Compliance and Enforcement Unit, which is a separate unit of the RTB. The Previous Decision file number has been included on the style of cause for ease of reference and includes 7 orders issued by another arbitrator.

### Conclusion

The tenant's application has been refused pursuant to sections 59(5)(c) and 59(2)(b) of the Act.

The filing fee is not granted as a result.

The tenant may wish to contact the RTB Compliance and Enforcement Unit regarding the Previous Decision if the tenant believes that any of the 7 orders made in that Previous Decision have not been complied with.

This decision will be emailed to the tenant and sent by regular mail to the landlords. 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 22, 2022

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Residential Tenancy Branch