



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP, FFT

Introduction

This hearing dealt with an Application for Dispute Resolution (the Application) that was filed by the Tenants under the *Residential Tenancy Act* (the Act), seeking:

- An order for the Landlord to complete emergency repairs; and
- Recovery of the filing fee.

The hearing was originally convened by telephone conference call at 9:30 AM on March 1, 2022, and was attended by the Tenants, and two agents for the Landlord M.R. and B.E., all of whom provided affirmed testimony. The hearing was adjourned and reconvened at 9:30 AM on May 3, 2022. The hearing was again attended by the Tenants, the agents for the Landlord M.R. and B.E., as well as another agent for the Landlord C.F. All testimony provided was affirmed. The parties were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

The parties were advised that pursuant to rule 6.10 of the Rules of Procedure, interruptions and inappropriate behavior would not be permitted. The parties were asked to refrain from speaking over one another and to hold their questions and responses until it was their opportunity to speak. The Parties were also advised that pursuant to rule 6.11 of the Rules of Procedure, personal recordings of the proceedings are prohibited. The parties were asked to identify if they were recording and if so, to immediately cease recording. None of the parties present indicated that they were or had been recording the proceedings.

Although I have reviewed all evidence and testimony before me that was accepted for consideration in this matter in accordance with the Residential Tenancy Branch Rules of

Procedure (the Rules of Procedure), I refer only to the relevant facts and issues in this decision.

At the request of the parties, copies of the decision and any orders issued in their favor will be emailed to them at the email addresses confirmed in the hearing.

Issue(s) to be Decided

Are the Tenant's entitled to an order for the Landlord to complete emergency repairs?
Are the Tenants entitled to recovery of the filing fee?

Background and Evidence

There was agreement between the parties that a roof leak caused water ingress into the ceiling of the rental unit in early 2022. However, there was disagreement between them about whether the required repairs had been completed. Despite this disagreement, the parties agreed at the hearing that the tenancy has now ended, and that the Tenant's have vacated the rental unit.

The Tenants none the less sought recovery of \$520.80 spent on a mould inspection and report related to water ingress from the roof leak. Although the parties agreed that the roof leak and subsequent water ingress into the rental unit met the criteria set out under section 33(1) of the *Act*, they disagreed about whether the investigation completed on February 18, 2022, and the associated report were necessary, as they had differing opinions about whether there was still an ongoing leak at that time, and whether mould was an issue. They also disagreed about whether the criteria set out under section 33 of the *Act* for completion of repairs by tenants and reimbursement for the cost of emergency repairs undertaken by tenants, had been met.

Analysis

As the parties are agreed that the tenancy has ended, I therefore dismiss the Tenants' Application seeking an order for the Landlord to complete emergency repairs.

Although the Tenant's sought recovery of \$520.80 at the hearing, pursuant to section 33(3) and 33(5) of the *Act*, I find that the Tenant's did not properly file a monetary claim to be heard before me. According to the Application before me for consideration, the

Tenant's sought only recovery of the \$100.00 filing fee, and an order for emergency repairs to be completed, as set out below:

"ERP - I need the landlord to make emergency repairs for health or safety reasons. I have contacted the landlord to make repairs but they have not been completed"

Rule 6.2 of the Rules of Procedure states that the hearing is limited to matters claimed on the Application unless the arbitrator allows a party to amend the Application. No amendments were filed by the Tenants prior to either hearing date, and I am not satisfied that the circumstances set out under section 4.2 of the Rules of Procedure apply. As a result, I have not amended the Application to include monetary claims other than recovery of the filing fee. As a result, I have not considered further the Tenants' monetary claims for recovery of the \$520.80 spent on an inspection and report. Should the Tenants wish to do so, they remain at liberty to file a subsequent application seeking recovery of these amounts, or to amend a current application to include recovery of this amount, under section 33, sections 7 and 32, or all three sections.

As I declined to amend the Application to include monetary claims for completion of emergency repairs and the Tenants' Application seeking an order for the Landlord to complete emergency repairs is dismissed, I therefore dismiss the Tenants' claim for recovery of the \$100.00 filing fee.

Conclusion

The Tenants' Application seeking the completion of emergency repairs and recovery of the filing fee is dismissed without 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: May 3, 2022

Residential Tenancy Branch