



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Introduction

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

- a monetary order for the cost of emergency repairs to the rental unit pursuant to section 33;
- a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62;
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

The hearing was conducted by conference call and all named parties attended.

Preliminary Issue: Service of Tenant's evidence package and particulars of claim

At the outset of the hearing the landlord confirmed receipt of the tenants Application for Dispute Resolution but stated he was not served with any accompanying evidence such as receipts etc for the amounts the tenants were claiming. The tenant K.B. testified that he served copies of all the receipts in the same package as the hearing documents. The landlord stated nothing else was included in the package and he even uploaded a photo of the items received. There is no evidence of any receipts in this photo evidence submitted by the landlord. The landlord even sent the tenant an e-mail suggesting he serve evidence which was ignored by the tenant. The onus is on the person serving documents to prove that they were served. In this case, I am not convinced that the landlord was served with the tenants' evidence package.

Additionally, the tenants primary concern was an application for re-imbursement of emergency repairs; however, there is nothing in the tenants' application that would constitute emergency repairs as contemplated under section 33 of the *Act*. The tenants

further advised that the issue was related to fridge repairs and that they had not actually paid for these repairs but rather the amount was just showing on their tenant account. The parties were advised that it would be up to the landlord to make his own application if he was seeking to recover this expense from the tenants or the matter could be dealt through the normal course at the end of the tenancy by way of the security deposit.

The tenants also failed to provide a monetary order worksheet detailing the particulars of their application.

Based on the above, the tenants' application is dismissed in its entirety with leave to reapply.

Conclusion

I dismiss the tenants' application with leave to reapply. Leave to reapply is not an extension of any applicable limitation period.

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: April 17, 2023

Residential Tenancy Branch