



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ACTION PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ERP, FFT

Introduction and preliminary matters

On January 7, 2022, the Tenants made an Application for Dispute Resolution seeking an emergency repair Order pursuant to Section 62 of the *Residential Tenancy Act* (the “Act”) and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

P.S. attended the hearing as an advocate for the Tenants; however, the Landlord did not attend at any point during the 16-minute teleconference. At the outset of the hearing, I informed P.S. that recording of the hearing was prohibited and he acknowledged this term. As well, he provided a solemn affirmation.

Before discussing service of documents, P.S. requested an adjournment as the Tenants were in India and might be back in April 2022. However, he could not explain why they were unable to attend a teleconference from India. Moreover, he was not sure when they would specifically return as they were still searching for tickets.

Rule 7.9 of the Rules of Procedure provides the applicable criteria for the granting of an adjournment. Given that this hearing was set down to be heard via teleconference, it is unclear why the Tenants could not have called in to attend from where they were. Moreover, even if this adjournment was granted, it would still be convened by teleconference. There would be no reason to re-schedule this hearing for a time where the Tenants had returned to the country as they would still be able to attend by teleconference from wherever they were regardless.

More significantly though, I find it important to note that the Tenants applied for an emergency repair Order, and they were granted with an expedited hearing date to address this alleged urgent situation. Given that the adjournment request was for a

“possible” return in April 2022, this does not appear, in my view, to be much of an emergency situation for the Tenants. I find that adjourning the hearing would be prejudicial to the Landlord. As such, I did not grant P.S.’s request for an adjournment.

P.S. advised that he did not know if the Tenants served the Notice of Hearing package to the Landlord in accordance with Rule 3.1 of the Rules of Procedure. As it is not even clear if the Landlord was served this package, and as the Landlord did not attend the hearing, I find it more likely than not that the Landlord was not sufficiently notified of this hearing. As such, I dismiss this Application with leave to reapply.

As the Tenants were not successful in this Application, I find that the Tenants are not entitled to recover the \$100.00 filing fee paid for this Application.

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: February 10, 2022

Residential Tenancy Branch