



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## Decision

Dispute Codes: RP OLC MNDC RR FF

## Introduction

This hearing dealt with an application by the tenants for an order for repairs; an order the landlord comply with the Act, regulation or tenancy agreement; a reduction in rent for repairs, services or facilities agreed upon but not provided; and a monetary order. The tenants, the landlord and a witness for the landlord participated in the teleconference hearing.

## Issue(s) to be Decided

Should the landlord be ordered to do repairs?

Should the landlord be ordered to comply with the Act, regulation or tenancy agreement?

Are the tenants entitled to a reduction in rent or a monetary order?

## Background and Evidence

The evidence of the tenants was as follows. The tenancy began in July 2007. The current monthly rent is \$1088. There are two main issues the tenants seek to have addressed, both involving windows in the suite.

The first problem is with the windows in the two bedrooms, where the windows have been leaking when it rains. Water starts collecting in the window tracks and mold begins growing. The tenants have been attempting to soak up the water with towels. Otherwise, the water begins dripping down the walls. The tenants provided some poor-quality computer printouts of photographs depicting the window tracks and what they

have identified as water collecting in the window track and mold due to the moisture.

The second problem is that the seals on all the windows are broken, and the unit is very difficult to heat. The tenants have provided a statement of their BC Hydro payments to demonstrate the difference in hydro costs during months they used the heat compared to months they did not use the heat. The average two-month hydro bill without heating was \$76.50, whereas the amounts of the hydro bills when the tenants did use the heat ranged from \$161.83 to \$213.85 (for two months in each billing cycle). The tenants have asked for reimbursement of half of the excess amount of the hydro bills from October 24, 2007 to April 21, 2008; that is, half of the amount of each of those bills that exceeded \$76.50, for a total of \$157.32.

The tenants also provided as evidence a copy of an email from the landlord, dated October 13, 2008, in which the landlord wrote, in part: "I do recall saying I would replace the window if the lease was renewed. At the moment the income from the suite is not quiet (*sic*) covering expenses. I could offer a lease renewal fee of \$1,200. I would then ask for a window installer to come over right away." The tenants refused to enter into a new lease, and the landlord did not do any repairs.

For the current winter, the tenants decided to purchase a parabolic heater, for \$67.19. The tenants seek reimbursement for the cost of the heater, in addition to the excess hydro amounts, for a total monetary claim of \$224.51. The tenants seek an order that the landlord conduct repairs to the windows, as well as an order for a reduction in rent until the repairs are completed. The tenants seek a monthly reduction of \$26.22, which the tenants estimate is half of the average monthly cost to heat the apartment.

The response of the landlord was as follows. The rental unit is in a building that was built in 1982. The original windows were single-pane, but they were all replaced with double-paned windows. The landlord told the tenants at the outset of the tenancy that the dining room window fogged up. One window has a small hole in the seal, but that hole is not causing heat loss. The landlord checked BC hydro records to ascertain that the hydro bills have been the same since 1984. The siding around the bedroom window

was repaired. The landlord believes that the unit is expensive to heat because it is a corner unit with parking below, so it does not have the benefit of heat from other units on those sides or underneath. In regard to the moisture collecting on the window tracks, the landlord believes that the drains in the window tracks may be blocked and require cleaning by the tenants in order to drain effectively.

### Analysis

I accept the evidence of the tenants that their unit is expensive to heat. Further, I am concerned that the landlord appeared to have acknowledged a problem with the windows and attempted to use that problem as leverage to persuade the tenants, contrary to the *Residential Tenancy Act*, to enter into a new lease at a higher rent. However, the tenants have not provided sufficient evidence to establish that repairs to the windows would either reduce their heating bills or prevent the accumulation of moisture in the window tracks. I therefore must dismiss the tenants' application.

### Conclusion

As the tenants' application was not successful, they are not entitled to recovery of their filing fee for the cost of this application.

Dated February 23, 2009.