DECISION

Dispute Codes: OLC, RP

This hearing dealt with an application by the tenant for the landlord to comply with the *Act* and tenancy agreement and for the landlord to repair the furnace in the unit. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on August 5, 2009, the tenant did not participate in the conference call hearing.

The tenancy started in the spring of 2004. A monthly rent in the amount of $1081.60 is payable in advance on the first day of each month.

The tenant is seeking an order for the landlord to repair the furnace and gave the following testimony. In January of 2009, the furnace broke down. The tenant notified the landlord and on February 18, 2009, a repairman completed the repair of the furnace. Subsequently, the landlord refused to pay the repairman citing that the cost was too high. In July of 2009, the repairman told the landlord that he was going to remove the parts he had installed as he was unable to recover payment from the landlord. The landlord gave permission for the repairman to remove the parts and the repairman returned to the unit to do so. Thereafter, the furnace remained broken and the landlord refused to have it repaired despite several requests by the tenant. I have accepted the tenant's testimony as stated above as it is supported by letters from two roommates living in the unit and the repairman who completed the original repair on February 18, 2009.

Section 33 of the *Residential Tenancy Act* defines an emergency repair to be a repair that is made for the purpose of repairing the primary heating system. Accordingly, I find the repair of the furnace in the unit to be an emergency repair. I order the landlord to repair the furnace and restore it to good working order by October 2, 2009. Should the repair of the furnace remains uncompleted by the specified date, the tenant may have

the repair made and deduct the amounts paid for the repair from the next month's rent.

Dated September 18, 2009.