

## **DECISION**

Dispute Codes      MNDC, FF, O

### Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution, seeking monetary compensation under the Act or tenancy agreement.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

### Issues(s) to be Decided

Is the Tenant entitled to the monetary compensation sought?

### Background and Evidence

The Tenant claims for electrical costs which she incurred for other renters. The Landlord required her to put the electrical bill in her name, however, the evidence indicated the electricity was also used by other occupants in a different rental unit at the same residential property.

The Tenant claimed \$247.35 for loss of use of the laundry facilities in the building, when the clothes dryer was not working. The Tenant claims 10% of her rent for the period from June 3, to July 22, 2009. The tenancy agreement states the Tenant has use of pay machines in the common laundry room. She had to dry her clothes in the rental unit.

The Tenant claims \$4,155.48 for loss of heat in the rental unit from April 16, to September 30, 2009. She claims for 50% of her rent for 168 days. She alleges that in one instance the heat in the rental unit dropped to 15 degrees C.

The Landlord agreed to pay the Tenant **\$477.05** as claimed for the electrical bill overpayments.

The Landlord argued that the coin operated dryers were separate from the rent charged for the rental unit. He argued that the Tenant had provided no details of any economic loss of this service, which he argued was not essential to use of the rental unit.

The Landlord also disputed the amount claimed for loss of heat. He agreed the furnace was not operating from April 16 to September 30, 2009, however, he noted that it was an unusually warm spring and summer in Vancouver. He alleges the Tenant was overly sensitive and he had received over 100 emails from the Tenant outlining numerous

complaints. He alleges that the Tenant's claim is retaliation for an instance where an Agent for the Landlord entered the Tenant's rental unit without proper notice.

### Analysis

Based on the foregoing, the testimony and evidence, and on a balance of probabilities, I find as follows:

The Landlord was required by the tenancy agreement to provide laundry facilities in the common area. I find the Landlord breached the tenancy agreement in this regard.

As to damages, I find the Tenant did not have sufficient evidence to support her claim of \$247.35 in losses. I do find the Tenant suffered a nominal amount of inconvenience and therefore, award the nominal amount of **\$50.00** for loss of access to a dryer.

The Landlord was required to supply heat for the rental unit. I find the Landlord was in breach of the Act by failing to do this from April 16 to September 30, 2009.

As to damages, I find the Tenant did not supply sufficient evidence to support her claim of \$4,155.48 for loss of heat during the summer months. I recognise that temperatures in late April and in May might have become uncomfortable for the Tenant, however, she supplied insufficient evidence of the temperatures and dates to substantiate such a significant claim. I allow her the nominal amount of \$250.00 for loss of heat for the non-summer months.

I find that the Tenant has established a total monetary claim of **\$827.05** comprised of the above described amounts and the \$50.00 fee paid for this application.

I grant the Tenant an order under section 67 for the balance due of **\$827.05**. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

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: November 30, 2009.

---

Dispute Resolution Officer