

DECISION

Dispute Codes: RP, MNDC and FF

Introduction

This application was brought by the tenants seeking an Order compelling the landlord to have the furnace in the rental unit repaired, serviced and cleaned by a professional. The tenants further seek a reduction in rent until repairs are made, compensation for the period in which the furnace was unreliable and to recover the filing fee for this proceeding from the landlords.

Issues to be Decided

This application requires a decision on whether the tenants are entitled to the relief and remedies sought and recovery of the filing fee for this proceeding.

Background and Evidence

This tenancy began on March 1, 2004 and is set to end on April 1, 2010 pursuant to a Notice to End Tenancy for landlord use.

Rent is currently \$1,005 per month and the landlords hold a security deposit of \$475 paid on February 15, 2004.

During the hearing, the tenants gave evidence that they had been having problems with the gas furnace since late August of 2009 when they tried unsuccessfully to turn it on. They brought it to the attention of the landlords, and while there is some disagreement as to the landlords' efforts to schedule a service call, they did arrange one for October 13, 2009. The service person did not appear that day but apparently advised that the unit should be shut off and the landlords offered the tenants a space heater until it could be remedied. On October 22, 2009, the service person got the furnace working, but the service invoice for \$131.25 indicated that the unit needed an overhaul and that the service provider would return in November to do the work. However, he did not return and according to the tenants the problem persisted.

The furnace seemed to have an intermittent problem wherein it would start and run through two or three cycles then require switching or adjusting the thermostat before restarting. As a result, the tenants awoke to a cold house in the morning and consumed a large amount of two cords of firewood.

The landlords submitted another invoice for another service provider dated January 28, 2010 which indicated that the furnace and thermostat were in good order. They also stated that the house seemed very warm on every occasion on which they attended. The tenants state that the problem persisted to the day of the hearing.

The landlords stated that they had responded in a timely and appropriate manner each time the tenants had advised them of problems, and any delays had resulted from scheduling by the service providers and not the landlords.

They stated that matters may have been clouded by communication problems as, when in November, one of the tenants let frustration get the better of her and used language that caused the landlord to hang up.

The landlord stated that she had believed the problem had been corrected and would once again have the furnace checked.

Analysis

I accept the evidence of the landlords that they responded in an appropriate and reasonably timely manner to the concerns of the tenants.

However, an award for loss of service or facilities does not require that the loss was due to negligence on the part of the landlord but simply on the fact that the service or facility was not available to the tenants.

Given that this problem was intermittent, I find that the tenants are entitled to a rent rebate of \$25 per month for each of the six months from September 2009 to February 2010 inclusive for a total of \$150. I further find that the tenants are entitled to recover the filing fee for this proceeding from the landlords.

Finally, I hereby Order that, as soon as possible, the landlords have the hearing system examined once again to address specifically the issue of it requiring resetting after two or three cycles.

As the tenancy is ending on April 1, 2009 and the tenants pay no rent for March under the Notice to End for landlord use, there is no need to consider a future rent reduction.

Conclusion

For loss of full and uninterrupted use of the furnace, and in recovery of the filing fee for this proceeding, the tenants' copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia, in the amount of \$200 for service on the landlords.

I order that the landlords carry out their plan to have the heating system checked once again with specific instructions to the service provider to treat the cause of it failing to restart after two or three cycles.

February 25, 2010