

DECISION

Dispute Codes: RP, ERP, OLC, MNDC and FF

Introduction

This application was brought by the tenant seeking a Monetary Order for loss or damages under the legislation or rental agreement and recovery of the filing fee. The tenant had also sought orders for landlord compliance with the *Act*, repairs and emergency repairs.

According to the tenant, she served the landlord with the Notice of Hearing in person on January 27, 2010. In spite of this service, the landlord did not call in to the number provided to enable his participation in the telephone conference call hearing. Therefore, it proceeded in his absence.

Issues to be Decided

This application requires a decision on whether the tenant is entitled to the monetary compensation claimed and in what amount, and whether order for landlord compliance and repairs are warranted.

Background and Evidence

This tenancy began on November 1, 2009 and the tenant gave evidence that she has given notice to conclude the tenancy on March 31, 2010. Rent is \$725 per month and the landlord holds a security deposit of \$362.50.

The tenant gave evidence, confirmed by documentation submitted by the property management company, that the new property management firm had taken over management of the rental building on January 1, 2010.

As new landlords inherit the rights and obligations of the former landlord, the change would make no material difference with respect to this application.

The tenant's claims arise from the fact, that there had been a fire in the rental unit prior to her moving in to it although she was assured by the landlord that it had been fully restored. She subsequently learned that the previous tenant had perished in the fire.

The tenant stated that, on the first few days of moving in, she noticed that she had no heat in the rental unit. When the landlord arranged for a service person to repair the heat, it spread soot throughout the rental unit when it was turned on and had to be shut down.

As a result of the soot, the tenant had to discard some belongings, and incurred substantial additional costs for cleaning.

The landlord had provided an electric heater which was not sufficient to keep the unit warm. The tenant purchased a better heater, but experienced hydro bills approximately four times higher than other tenants due to the use of electric heat.

The tenant stated that, despite written and verbal appeals to the landlord, the heat was never restored for the duration of the tenancy.

In addition, due to the wiring having been destroyed, the tenant was unable to have cable or telephone service for the duration of the tenancy. She said cable was offered throughout the building but her own unit could not be connected due to the damaged cable in the walls.

Nevertheless, by an error of the cable provider, the tenant was billed for computer cable service throughout the tenancy to the point that the matter was turned over to a collection company before it was resolved.

In addition, by the lack of a wired telephone service, the tenant incurred extra charges for cell phone services.

The tenant claims \$1,500 in damages.

Analysis

As noted, I find that the change of property managers in mid-tenancy is not material as a new landlord inherits the rights and obligations for the former landlord.

I find that the landlord breached section 32 of the *Act* by failing to maintain the rental unit in a state of repair that complies with health, safety and housing standards required by law and that makes the rental unit suitable for occupation by a tenant.

In view of the fact that the tenant has paid a total of \$3,625 in rent for the duration of the tenancy without proper heat, telephone or cable and the problem of soot, I find that her claim of return of \$1,500 of the rent is patently fair and reasonable.

As the tenancy is ending shortly, I will not issue orders for repair on the assumption that when the rental unit has been vacated, the landlord will utilize the opportunity to rehabilitate the rental unit properly.

Having found full merit in the tenant's application, I find that she should recover the filing fee for this proceeding from the landlord.

Conclusion

The tenant's copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia, for \$1,550.00 for service on the landlord.

March 11, 2010