

Decision

Dispute Codes: ERP RP RR

Introduction

This is the Tenant's application for an Order that the Landlord make emergency and regular repairs to the rental unit; and to allow the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided.

No documentary evidence was provided prior to the Hearing. The Parties gave affirmed testimony and the Hearing proceeded on its merits.

Issues to be Decided

- Should the Landlord be ordered to repair the furnace and the porch at the rental unit?
- Is the Tenant entitled to a reduction in rent for lack of heat since November, 2009, and for the Landlord not making repairs to the porch?

Background and Evidence

The Tenant gave the following testimony:

The Tenant stated that her daughter fell through her porch because it is rotten and needs repairs. The Tenant stated that she did not give the Landlord written notice that the porch was in need of repairs.

The Tenant testified that she moved into the rental unit on September 1, 2009. She stated that the furnace stopped working in November, 2009, and the Landlord has not fixed it. The Landlord provided her with two heaters for temporary heat until the furnace was fixed, but one heater was broken and the other didn't give sufficient heat. The Tenant stated that the Landlord sent a repairman to the rental unit to fix the furnace, but

did not give the Tenant notice that he was coming. The repairman arrived while the Tenant was having dinner, so she sent him away.

The Landlord gave the following testimony:

The Landlord testified that she was unaware of any required repairs to the porch.

The Landlord testified that the Tenant phoned her in December and told her the furnace wasn't working. The Landlord hired a professional to fix the furnace, which cost her \$400.00. The Landlord stated that she spoke to the Tenant the next day, and the Tenant advised that the furnace was working. The Landlord stated that one week later the Tenant told the Landlord that the furnace wasn't working. The Landlord called the professional, who told her it would cost \$700.00 to fix the furnace, or \$2,000.00 to replace the furnace. The Landlord stated that she wanted another estimate, so she called a second professional, but the Tenant would not allow him access to the furnace. The Landlord called the second professional to arrange for another inspection of the furnace, but the second professional refused to go back to the rental unit because it cost him \$100.00 in lost wages to go the first time.

The Landlord testified that the Tenant said it would be alright to use heaters instead, so the Landlord provided two heaters. The Landlord stated that the Tenant did not tell her that the heaters were not working.

Analysis

A landlord has a duty, pursuant to the provisions of Section 32 of the Act, to provide and maintain residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law.

Pursuant to the provisions of Section 29 of the Act, unless a tenant gives a landlord permission to enter, or there is an emergency which requires protection of life or

property, the landlord must provide the tenant with at least 24 hours written notice of any inspection of the rental unit.

A tenant must provide a landlord with written notice of deficiencies and required repairs.

In this case, the Tenant did not provide the Landlord with written notice of the repairs required to the porch. The Landlord was aware of the faulty furnace and had it repaired, however, the furnace failed a week later. The Landlord was aware of this, and sent a repairman but did not provide the Tenant with 24 hours written notice of his attendance. The Landlord testified that the Tenant did not advise her that the heaters were not working and the Tenant did not provide the Landlord with written notice of that fact. Therefore, I decline to provide the Tenant with a reduction in rent for repairs, and this portion of her application is dismissed.

The Landlord is now aware of the insufficient heat in the rental unit and the repairs required to the porch. I order the Landlord to provide the Tenant with a satisfactory functioning heating system in the rental unit and make repairs to the porch, such that the rental unit is suitable for occupation by the Tenant.

Conclusion

The Tenant's application for a reduction in rent is dismissed.

I hereby order the Landlord to provide the Tenant with a satisfactory functioning heating system in the rental unit and make repairs to the porch, such that the rental unit is suitable for occupation by the Tenant.

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: May 10, 2010