



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes: MNDC; OLC; ERP; RP; PSF; RR; FF; O

Introduction

This is the Tenant's application for compensation for damage or loss; an Order that the Landlord comply with the Act, regulation or tenancy agreement; an Order that the Landlord make emergency and regular repairs to the rental unit; an Order that the Landlord provide services or facilities required by law; an Order allowing the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided; and to recover the cost of the filing fee from the Landlord.

The Tenant gave affirmed testimony at the Hearing.

The Tenant testified that she served the Landlord with the Notice of Hearing documents by mailing the documents, via registered mail, to the Landlord at the Landlord's place of business on November 22, 2010. The Tenant provided a copy of the registered mail receipt and tracking number in evidence.

I accept the Tenant's affirmed testimony and documentary evidence that she sent the Notice of Hearing Package to the Landlord by registered mail on November 22, 2010. Service in this manner is deemed to be effected five days after mailing the documents. In spite of being served with the documents, the Landlord not sign into the Hearing and the Hearing proceeded in its absence.

Issue(s) to be Decided

- (1) Should the Landlord be ordered to repair the heating system at the rental unit and install a thermostat; the balcony door; the bathroom fan; a dimmer switch; a

damaged wall; cracked tile in the kitchen; and to replace a missing drawer in the kitchen?

- (2) Is the Tenant entitled to compensation for lack of a working heating system for the months of September, October and November, 2010?
- (3) Is the Tenant entitled to compensation for the cost of an electric heater she purchased in order to provide heat to the rental unit?
- (4) Is the Tenant entitled to compensation for the additional cost of hydro?
- (5) Is the Tenant entitled to a reduction in rent until repairs are completed?

Background and Evidence

The Tenant provided the following verbal testimony and documentary evidence:

- The Tenant served the Landlord with copies of her documentary evidence on November 29, 2010, by Express Post. The Tenant provided a tracking number for the documents.
- The Tenant provided a copy of the tenancy agreement in evidence. The tenancy began on August 1, 2010. Monthly rent is \$650.00, due on the first day of each month. Rent includes heat, but does not include electricity. The Tenant paid a security deposit in the amount of \$325.00 cash on July 30, 2010.
- The boiler does not work and the Tenant has not had adequate heat since September, 2010. The Tenant purchased an electric heater for \$27.99. A copy of the receipt was entered in evidence.
- The Tenant had to use the oven as a secondary heat source, which has increased her electricity bill. The Tenant provided copies of her electricity bills for the period of August 1 to November 23, 2010 in evidence.
- The balcony door does not lock and there is a gap between the door and the door jamb, causing further heat loss. The Tenant lives on the second floor of the rental property.
- The bathroom fan does not work.

- One of the drawers is missing from the kitchen cabinets.
- A wall in the rental unit was damaged from a leak and has not been repaired.
- The Tenant provided the Landlord with written notification of the required repairs on November 5, 2010, by handing the document to the Landlord's agent at her office in the rental property. A copy of the written notification was provided in evidence.
- On November 30, 2010, the maintenance man fixed the dimmer switch and the damaged tile in the kitchen. When the Tenant asked about the remainder of the repairs, the maintenance man informed her that he was going away on holidays and that the remainder of the repairs might be fixed in a month or so.
- The Tenant provided photographic evidence in support of her claim.

Analysis

The Tenant requested recovery of the cost of mailing documents to the Landlord. These costs are not recoverable, and this portion of her application is dismissed.

The tenancy agreement provides that heat is included in the monthly rent. I accept the Tenant's testimony and evidence that the Landlord has failed to provide the Tenant with heat since September, 2010. The Tenant testified that, despite being served with written notification that the heater was not working, the Landlord has not repaired the heater. The Tenant has suffered a loss of enjoyment in the rental unit and has established that her electricity bills are higher because of the Landlord failing to repair the heater. I find that the Tenant is entitled to be compensated for that loss. The Tenant seeks compensation in the amount of \$291.20 for this loss, and I find that to be a reasonable amount.

The Tenant purchased a heater to provide her with some heat and I allow her claim in the amount of \$27.99 for the cost of the heater.

Section 32(1) of the Act states:

32 (1) A landlord must provide and maintain residential property in a state of decoration and repair that

(a) complies with the health, safety and housing standards required by law, and

(b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

Based on the undisputed testimony and documentary evidence provided by the Tenant, and the absence of any evidence to the contrary from the Landlord, I hereby Order the Landlord to comply with the Act and make repairs to the following items: the heating system at the rental unit; the balcony door; the bathroom fan; and the damaged wall. I also Order the Landlord to replace a missing drawer in the kitchen and install a thermostat in the rental unit. I award the Tenant a rent reduction in the amount of \$100.00 per month until all of these repairs are completed.

The Tenant has been successful in her application and is entitled to recover the cost of the filing fee from the Landlord.

The Tenant has established a monetary award, calculated as follows:

Compensation for lack of heat	\$291.20
Compensation for the cost of the heater	\$27.99
Recovery of the filing fee	<u>\$50.00</u>
TOTAL	\$369.19

Pursuant to the provisions of Section 72(2)(a) of the Act, the Tenant may deduct \$369.19 from future rent due to the Landlord.

In addition, I Order that the Tenant's rent be reduced to \$550.00 per month effective January 1, 2011, until the Landlord has completed all of the repairs outlined above.

For clarification, the Tenant's rent will be \$180.81 for the month of January, 2011, (\$550.00 - \$369.19) and \$550.00 per month for each month thereafter until the Landlord complies with this Decision and Orders.

Conclusion

The Tenant may deduct \$369.19 from future rent due to the Landlord.

Effective January 1, 2011, monthly rent will be \$550.00 until the Landlord makes repairs to the following items: the heating system at the rental unit; the balcony door; the bathroom fan; and the damaged wall, replaces the missing drawer in the kitchen and installs a thermostat in the rental unit.

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: December 07, 2010.
