

DECISION

Dispute Codes: MNDC, OLC, and RR

Introduction

This application was brought by the tenant on November 10, 2010 seeking remedy and compensation for heating problems, reimbursement of the cost of replacing a door and lock, and repair of a hole in the floor.

As a preliminary matter, this application and the rental agreement were both made under the *Manufactured Home Park Tenancy Act*. In fact, as the landlord owns the rental unit and the park, the application deals with matters that fall under the Residential Tenancy Act and is addressed herein accordingly.

Issues to be Decided

This application requires a decision on whether the tenant is entitled to rent abatement and an Order for repairs.

Background, Evidence and Analysis

This tenancy began on May 1, 2009 and rent is \$650 per month.

There is some confusion over whether the tenant has been a tenant throughout. The landlord states that the tenant was on the first six month fixed term agreement and on

the current one, but was not on two intermediate agreements. The tenant stated that except for a three-week period, he has been a tenant throughout and became the sole tenant when he and his spouse began to live apart in July 2010 and he is the sole signatory on the current agreement signed November 1, 2010.

The tenant claims return of \$150 of each month's rent for 12 of the cold weather months from and including April of 2009 to November 2010 on the grounds that the furnace in the rental unit was not working and three electric space heaters provided by the landlord were inadequate to heat the rental unit. The tenant has children in the house.

The landlords stated that when the matter was first brought to their attention, they advised the tenant's spouse that the oil tank was nearly empty. She had told them she did not have the funds available at the time to fill the tank and preferred the electric heaters.

The landlord stated that he had heard nothing further from the tenant(s) until he received the notice of the present hearing dated November 16, 2010 and had three difference service providers check the furnace over the next three days before the last of them had the qualifications and serviced the unit. It is now operating satisfactorily.

The landlord stated he had similarly not been unaware of the hole in the floor which he promised would be attended to immediately, and he had not been aware of the issue with the door and lock.

Analysis

While section 32 of the *Residential Tenancy Act* obliges a landlord to maintain a rental unit in a state of repair that conforms with health, safety and housing standards, I accept the evidence of the landlord that the tenant's spouse had preferred the electric space heaters because she could not afford to fill the oil tank.

In the absence of written direction from the applicant to the contrary, I must accept the landlord's submission that he was not made aware of the heating issue until receiving the notice of hearing and that it was then remedied within three days.

Similarly, I must accept the landlord's submission that the hole in the floor will be repaired shortly.

Finally, as the tenant has submitted no receipts or corroborating evidence of having repaired the door and lock, I cannot order reimbursement.

Therefore, I find that the tenant's application must be dismissed.

Conclusion

The application is dismissed in its entirety without leave to reapply.

December 6 2010