



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNDC, OLC, PSF, O

Introduction

This matter dealt with an application by the tenant, for a Monetary Order for money owed or compensation for loss or damage under the *Residential Tenancy Act (Act)*, regulations or tenancy agreement, an Order for the landlord to comply with the Act, regulations or tenancy agreement and an Order for the landlord to provide services or facilities required by law. The tenant also has other issues.

Service of the hearing documents was done in accordance with section 89 of the *Act*, and was sent by registered mail to the landlords on January 24, 2011. The landlords were deemed to be served the hearing documents on January 29, 2011, the fifth day after they were mailed as per section 90(a) of the *Act*.

Both parties appeared, gave affirmed testimony, were provided the opportunity to present their evidence orally, in written form, documentary form, to cross-examine the other party, and make submissions to me. On the basis of the solemnly affirmed evidence presented at the hearing I have determined:

Issue(s) to be Decided

- Is the tenant entitled to a Monetary Order for money owed or compensation for damage or loss?
- Is the tenant entitled to an Order for the landlord to comply with the *Act*?
- Is the tenant entitled to an Order for the landlord to provide services or facilities required by law?

Background and Evidence

This month to month tenancy started on December 01, 2010 and ended on January 27, 2011. Rent for this unit was \$700.00 per month. The tenant paid a security deposit which has been returned to her by the landlords.

The tenant testifies that the landlords live in the upper portion of the house and she resides in the basement unit. She states the landlords went on holiday on December 19, 2010 and returned on December 27, 2010. The tenant states the landlord turned off her heat and she had to purchase a small electric heater to provide heat while they were gone.

The tenant testifies that she attempted to contact the landlords but when she called the telephone number it sounded as if it was a fax machine. The tenant states the landlord did not give her an emergency contact number and did not tell her he could retrieve any messages she left on his answer machine. The tenant seeks to recover the sum of \$210.00 in compensation for the lack of heat in her unit for nine days.

The landlord's testify that they had provided the tenant with a heater at the start of her tenancy as the basement level is always colder. They state the tenant returned this as she stated she did not need it anymore. The male landlord states when they went away on December 19, 2010 the heat had been turned down to its night time setting of 15 degrees Celsius. He states he did forget to turn it back up to its day time setting when he went away but states if the tenant had left them a message on their answer machine he could have retrieved this and sent someone in to the house to turn the heat back up.

The landlord agrees that he did not provide the tenant with an emergency contact number but states he did have someone who stayed at the house for one night and they did not say it was overly cold.

The tenant states the landlord's come into the communal laundry room and remove her belongings such as her walker. She states this is the entrance to her unit and they should not remove her belongings. The tenant also states the landlords son jumps on the floor and causes

a disturbance to her. When she spoke to the landlord about this noise the landlord told her that her son does this because he does not want her living there.

The landlord disputes the tenant claims and states when the tenant moved in she helped her on two occasions.

At this point in the hearing a heated exchange took place between the female landlord and the tenant and the tenant left the conference call. The remaining participants waited for over five minutes for the tenant to rejoin the conference call but she failed to do so and the call was concluded at that point.

Analysis

I have carefully considered all the evidence before me, including the affirmed evidence of both parties. With regard to the tenants application for a Monetary Order for compensation for the loss of heat for nine days; I find the landlord does not dispute that he forgot to turn the heat up when he went on holiday. This left the tenant with little or no heat in her unit for nine days in December, 2010. A tenant is entitled to expect basic necessities included in her rent one of which is adequate heating. The tenant attempted to contact the landlords but did not have an emergency contact number while they were away. The landlords argue that if the tenant had left a message on their answer phone they could have arranged for someone to go to the property and turn the heating up. However, it is the landlords responsibility to provide adequate heating and an emergency phone number and therefore their argument has no merit as they tenant was unaware that the landlord could access his messages remotely.

Consequently I find the tenant is entitled to compensation to the sum of **\$210.00** for the loss of heat pursuant to s. 67 of the *Act*.

With regard to the remainder of the tenants application; as the tenant has since moved from the rental unit any further Orders issued by me would not be enforceable as the tenant no longer resides at the unit and the landlords are no longer her landlords. Consequently, these sections of the tenants' application for an order for the landlord to comply with the *Act* and to provide services or facilities required by law are dismissed.

The tenant has other issues concerning noise caused by the landlords' son. As the tenant left the hearing before this matter could be fully presented I dismiss this section of her application.

Conclusion

I HEREBY FIND in favor of the tenants monetary claim. A copy of the tenants' decision will be accompanied by a Monetary Order for **\$210.00**. The order must be served on the respondents and is enforceable through the Provincial Court as an order of that Court.

The remainder of the tenants' application is dismissed without leave to reapply.

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: February 08, 2011.

Residential Tenancy Branch