



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC RP

### Introduction

This hearing dealt with an application by the tenant for a monetary order and an order that the landlord make repairs to the rental unit. Both parties attended the hearing and had an opportunity to be heard.

### Issue(s) to be Decided

Is the tenant entitled to the requested orders?

### Background and Evidence

This tenancy began on August 24, 2011 and is coming to an end on December 1, 2011 when the tenant is moving into a new residence. The tenant has been paying rent in the amount of \$780.00 per month. A security deposit of \$100.00 was paid at the start of the tenancy. The tenant complains that one of the windows is broken in the rental unit and that the baseboard heaters are not working properly. The tenant submitted photos of the portable heater that the landlord provided to the tenant and a copy of the letter of complaint that the tenant sent to the landlord on October 7, 2011. According to the tenant neither the heaters nor the window have been repaired.

The landlord stated that the tenant broke the window (the tenant denied this) and that if the tenant was not happy with the heaters he would gladly refund the tenant's rent and let him move out. The landlord stated that the tenant knew perfectly well when he moved in that the heating was not great in these units because the tenant had lived there two years ago.

### Analysis

Section 32 of the Act states that the landlord must provide and maintain residential property in a state of decoration and repair that (a) complies with health, safety and housing standards required by law; and (b) makes it suitable for occupation by a tenant.

In the present case, the landlord does not deny that the window is broken but simply states that the tenant is the one who broke it. The landlord also does not deny that the heaters are not working very well but simply states that if the tenant is not happy he can move out.

With all due respect to the landlord, it is not acceptable to say that if a tenant is not happy he can just move. If a space is being rented as a residential unit then a landlord must comply with the Act. In the present case, I am satisfied that the landlord is not providing sufficient heat and that the window should have been repaired. I am therefore satisfied that the tenant has established a monetary claim in the amount of \$150.00 which is the equivalent of \$50.00 per month for each of September, October and November. .

### Conclusion

I order the landlord to pay to the tenant the sum of \$150.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

I dismiss the tenant's request for a repair order because this tenancy is coming to an end.

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*.