



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC ERP RP PSF AAT FF

### Introduction

This hearing dealt with an application by the tenant for repairs, emergency repairs, an order that the landlord provide services or facilities required by law, an order that the landlord allow the tenant's guests to access the rental unit, and monetary compensation for damage or loss under the Act, regulation or tenancy agreement. Both the tenant and the landlord participated in the teleconference hearing.

I have reviewed all evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

### Issue(s) to be Decided

Should the landlord be ordered to do repairs or emergency repairs?  
Should the landlord be ordered to provide services or facilities required by law?  
Should the landlord be ordered to allow the tenant's guests to access the rental unit?  
Is the tenant entitled to monetary compensation as claimed?

### Background and Evidence

The tenancy began in May 2009. The monthly rent is \$620. The rental unit is a bachelor apartment in a 15-unit building.

### *Tenant's Evidence*

The unit has had consistent problems with the electrical power since the outset of the tenancy. The breaker breaks repeatedly. The rental unit is not adequately heated, as there is only one heat vent in the unit. The tenant uses an electric heater to provide more heat, but then the breaker repeatedly shuts off. The tenant verbally made the landlord aware of the problem, but the landlord has not done anything about it.

There is mould growing under the kitchen sink. There was a slow leak that the tenant did not notice at first. The landlord put in a cover, but it is now getting mouldy.

The tenant has applied for \$1800 in monetary compensation, equivalent to approximately three months of rent, for the condition of the rental unit for the months of November 2011, December 2011 and January 2012.

On April 18, 2011 the landlord gave the tenant a letter, in which the landlord told the tenant that his guest, TW, was not welcome in the building and was not permitted to stay overnight in the tenant's unit. The tenant has allowed TW to stay sometimes and sleep on the floor, but TW is only a guest.

#### *Landlord's response*

The tenant has never complained to the landlord about any problems with the rental unit. The building is 110 years old, and there are problems with the breaker going off in the winter because there is not adequate power for 15 units. The front units, including the tenant's unit, require an electric heater because those units are further from the furnace. However, the tenant runs all sorts of electrical things from his unit, and the landlord has asked the tenant to limit his use of electrical things.

There was never any leak or mould under the kitchen sink. The landlord inspected the kitchen sink last week.

The tenant's guest, TW, is a former tenant and has been a problem. The tenant has had TW staying in his unit for long periods of time. TW has become an occupant, and the rental unit is only for one person.

#### Analysis

##### *Electrical and Heating*

Under the Act, a landlord must provide and maintain the rental unit in a state of repair that makes it suitable for occupation by the tenant. Electrical systems and the primary heating system are both essential facilities that the landlord must maintain and repair. The landlord cannot refuse to do necessary repairs or upgrades to the heating and electrical systems simply because the existing systems are inadequate. In this case, the landlord acknowledged that the heating and electrical were not adequate in the rental unit. I therefore find it is necessary to order the landlord to repair the electrical and heating systems in the rental unit.

### *Kitchen Sink*

The tenant did not provide sufficient evidence to establish that there was a problem under the kitchen sink that requires repairs. I therefore dismiss this portion of the tenant's application.

### *Access of Tenant's Guests*

Under the Act, a landlord may not unreasonably restrict access to the residential property by the tenant or the tenant's guests. In this case, I find that the landlord has attempted to restrict access of a guest of the tenant, and the landlord has not provided sufficient evidence to establish that it was reasonable to restrict TW's access to the tenant's rental unit. I therefore find that it is appropriate to order that the landlord allow the tenant's guests to access the rental unit.

### *Monetary Compensation*

I find that the tenant is entitled to some monetary compensation for the lack of heat and electrical problems, as it was clear that the landlord was aware of these ongoing problems and did not take steps to rectify them. However, I do not find it reasonable to compensate the tenant nearly all of his rent for three months, as claimed. I find it reasonable to compensate the tenant 20 percent of his rent, or \$124 per month, for the months of November 2011, December 2011 and January 2012.

Beginning February 1, 2012, the tenant may deduct \$62, equivalent to 10 percent of the rent, from his rent for each month until the landlord completes repairs to the electrical system for the rental unit. The tenant may deduct a further \$62, equivalent to a further 10 percent of the rent, from his rent for each month beginning February 1, 2012 until the landlord completes repairs to the heating system for the rental unit.

As the tenant's application was mostly successful, I find he is entitled to recovery of the \$50 filing fee for the cost of his application.

### Conclusion

I order the landlord to repair or upgrade the electrical system for the tenant's unit so that the breakers do not repeatedly go off. The landlord must complete these repairs by

February 29, 2011. If the landlord does not complete the electrical repairs by this date, it is open to the tenant to apply for additional monetary compensation.

I order the landlord to either (a) carry out repairs or upgrades to the primary heating system for the tenant's rental unit or (b) once the electrical upgrading is complete, provide the tenant with a heater and compensate the tenant for additional electrical costs for operating the heater. The landlord must address the heating issue by February 29, 2012. If the landlord does not address the heating issue as ordered by this date, it is open to the tenant to apply for additional monetary compensation.

The landlord is ordered to comply with section 30 of the Act, and permit reasonable access of the tenant's guests to the rental unit. If the landlord fails to comply with this order, it is open to the tenant to apply for monetary compensation.

The tenant is entitled to \$372 monetary compensation and recovery of his \$50 filing fee. The tenant may deduct these amounts from his rent for February 2012.

If the landlord has not completed repairs to the rental unit's electrical system by February 1, 2012, the tenant may deduct \$62 from his rent for February 2012 for the inadequate electrical system. If the landlord has not addressed the heating issue by February 1, 2012, the tenant may deduct \$62 from his rent for the lack of heating. The tenant may continue to make these deductions to his monthly rent until such time as the landlord repairs the electrical and heating systems for 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: January 20, 2012.

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Residential Tenancy Branch