



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP, MNDC

Introduction

This hearing dealt with the tenant's application for dispute resolution under the Residential Tenancy Act (the "Act") seeking a monetary order for money owed or compensation for damage or loss and an order requiring the landlord to make emergency repairs.

The parties appeared, the hearing process was explained and they were given an opportunity to ask questions about the hearing process.

Each party confirmed that they had not submitted any documentary evidence.

Thereafter all parties gave affirmed testimony, were provided the opportunity to present their evidence orally and make submissions to me.

I have reviewed all relevant evidence that met the requirements of the rules of procedure; however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Issue(s) to be Decided

Is the tenant entitled to a monetary order and to an order requiring the landlord to make emergency repairs?

Background and Evidence

I heard testimony that this tenancy began on May 1, 2012, monthly rent is \$600.00 and the tenant paid a security deposit of \$300.00 at the beginning of the tenancy.

The tenant claimed that she does not have proper or adequate heating in her rental unit, and has suffered a loss of heat since "probably" late September 2012.

The tenant said that she made oral requests of the landlord on at least 4 separate occasions, but that she continues to have inadequate heating. The tenant said that the landlord has not attended to the rental unit to inspect her heating, despite her requests. The tenant said that she has just recently had some heat coming through her baseboard heating, but that heating is not enough to keep her rental unit warm.

When questioned, the tenant confirmed that she has not made any written requests to the landlord about the alleged lack of heating due to writing, due to a limited ability to read or write.

When asked about her monetary claim of \$300.00, the tenant said that this was a fair amount of compensation for lack of heating for 2-3 months.

In response, the landlord said that they were called by the tenant the first of November 2012, and that they attended the rental unit immediately. The landlord further stated that a repairman worked on the heating system, but when that repair was not effective, the heat pump was replaced on November 10, 2012.

The landlord said that the only notification they received from the tenant was the first of November and that they have not been contacted prior to or after the heat pump replacement.

Analysis

Based on the relevant evidence, and on a balance of probabilities, I find as follows:

Section 33 of the Act requires the landlord to make emergency repairs where they are urgent, necessary for the health or safety of anyone or for the preservation or use of the residential property; and are required for the primary heating system.

I find that the tenant has not provided sufficient evidence to support her claim for monetary compensation or for an order requiring the landlord to make emergency repairs.

In reaching this conclusion, the tenant did not inform the landlord in writing of problems with the rental unit, and the landlord denied receiving any requests for repair. Without such proof that the tenant put the landlord on notice of inadequate heating earlier than the first of November or after November 10, 2012, I find the tenant is unable to support her claim.

I found the landlord to be credible and specific when discussing the repair of the heating system, and I accept their evidence that they promptly addressed the problem with the rental unit when brought to their attention.

Conclusion

Due to the above, the tenant's application is dismissed in its entirety.

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* and is being mailed to both the applicant and the respondent.

Dated: December 11, 2012.

Residential Tenancy Branch