



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Keller Williams Valley Realty Property Manager  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, FF

### Introduction

This was a hearing with respect to the landlord's application for a monetary order. The hearing was conducted by conference call. The landlord's representatives called in and participated in the hearing. The tenant did not attend, although he was served with the application and Notice of Hearing by registered mail sent on January 1, 2013.

### Issue(s) to be Decided

Is the landlord entitled to a monetary award for the cost of furnace repairs?

### Background and Evidence

The rental unit is a house in Abbotsford. The tenancy began on February 16, 2012 for a fixed term ending February 28, 2013 and thereafter month to month. Rent of \$1,700.00 is payable on the first of each month. The tenant paid a security deposit of \$850.00 at the beginning of the tenancy.

In November the tenant reported that the furnace was not working. A service technician preformed repairs to the furnace. The tenant acknowledged that he attempted to repair the furnace and tried to straighten the fan blades in an effort to make the furnace work. The landlord's technician replaced the fan motor and returned the furnace to operation. The landlord's representative testified that the tenant was told not to touch the furnace again, but to call the landlord to arrange for a repair.

In December the tenant again reported that the furnace was not working. The landlord's technician inspected the furnace on December 17<sup>th</sup>, ordered parts and installed them the following day; he reported that:

It appears that the furnace has been touched by someone else. The transformer polarity was wrong and some of the wires were incorrectly terminated on the control board. There are a few other things that appear strange. These are just a few examples.

The tenant sent in a submission. In it he disputed the landlord's evidence and the technician's statement. He claimed to be better qualified as an electrician than the landlord's service technician.

The landlord referred to section 17 of the schedule to the tenancy agreement which provides that:

The tenants understand and agree that if a repair service technician is called to the home at the tenants' request and the cause of the repair/damage was created by tenant negligence, the tenants will be liable for the entire cost of the service call and/or repairs. If a repair service technician is called to the home at the tenants' request and there was no repair needed during the service call, the tenant will be responsible for the cost of the service call.

### Analysis and Conclusion

The tenant suggested that the landlord's technician was not competent yet on the two occasions he worked on the furnace the landlord's technician returned the malfunctioning furnace to proper operation. Based on the technician's report, I find on a balance of probabilities that the tenant likely attempted to work on the furnace. I consider this likely because the same technician inspected and worked on the furnace one month before and he was in a position to draw the conclusion stated. I also find this likely because the tenant previously made similar efforts to repair the furnace. I find that the tenant is liable for the latest service call based on my finding that he did attempt repairs and incorrect wiring may have caused or contributed to the furnace repairs required. The cost for the latest repair was the sum of \$831.29 and I find that the landlord is entitled to recover that amount.

The landlord is entitled to recover the \$50.00 filing fee for this application, for a total award of \$881.29. I order that the landlord retain the tenant's security deposit of \$850.00 in partial satisfaction of this award and I grant the landlord a monetary order for the balance of \$31.29. This order may be registered in the Small Claims Court and enforced as an order of that court,

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: April 2, 2013, 2013

