



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, OLC, PSF, RR

Introduction

This hearing was convened in response to an application filed by the Tenant seeking:

1. A monetary order for compensation for damage or loss;
2. An Order that the landlord comply with the Act;
3. An Order that the landlord comply services or facilities; and
4. An Order that the tenant be allowed to reduce her rent.

Both parties appeared at the hearing of this matter and gave evidence under oath.

Issue(s) to be Decided

Has the tenant met the burden of proving her claims?

Background and Evidence

The tenant testified that this tenancy began on December 28, 2012 and ended on February 14, 2013. The tenant testified that the heat went off during the evening of January 25, 2013 and the tenant called the landlord who did not respond. The tenant says she purchased two heaters on January 28, 2013 but this did not help. On January 29, 2013 the tenant had Fraser Plumbing and Heating attend. The tenant submitted an invoice in thing sum of \$71.68 in this regard however the heating was not repaired. The tenant is seeking recovery of this cost and costs for moving. In addition the tenant says she agreed to perform work for the landlord for which she has not been paid. The tenant is seeking recover of \$352.50 for that work as well as \$700.00 being return of January's rent.

The landlord testified that this tenancy was to begin on January 1, 2013 but the tenant was desperate to move in even before the rental unit was ready for occupancy. The landlord testified that the tenant did pay January's rent but no security deposit. The

landlords testified that to his knowledge the tenant was without heat for 2-3 days. The landlord testified that he sent a plumber to the rental unit as soon as he knew of the problem.

Plumber DV testified that the first invoice issued to the tenant on January 29, 2013 indicated that there needed to be a substantial repair and that repairs might not be able to get done due to the age of the unit. DV testified that the landlord called them again and they went back and did make repairs by replacing the transformer, motor and thermostat wire and the unit was left in good running order on February 2, 2014.

The landlord testified that he never hired the tenant to do any work for him but he did make some arrangements with MD who is the tenant's boyfriend. The landlord produced witness WBW who testified that he tried to help make the repairs to the rental unit but he ceased to do so because the tenants were rude to him.

The landlord said he is willing to give the tenant back her rent back for January (\$700.00) in compensation for her claims.

Analysis

The evidence shows that the tenant was without heat for a few days. The landlord has agreed that this was the case and has offered to return the tenant's January rent to her. I find this to be fair compensation to satisfy all of the tenant's claims with respect to the heat loss. With respect to her claims for labour charges, the evidence of the tenant and the landlord conflicts. The landlord says his contract for labour charges was not with the tenant but with her boyfriend who is not named as a party in this matter. I therefore dismiss this claim.

Conclusion

The tenant has been provided with a monetary award in the sum of \$700.00. This award is enforceable in the Provincial Court of British Columbia.

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 25, 2013

Residential Tenancy Branch

