



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding NPR GP Inc., General Partner for NPR Limited Partnership
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC RR FF

Introduction

This hearing dealt with an application by the tenant for monetary compensation and a reduction in rent. The tenant and an agent for the landlord participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Is the tenant entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on August 12, 2013, with monthly rent in the amount of \$875. Heat is included in the rent but electricity is not. The rental unit is a suite in a multi-unit building, and is located in a northern community that often experiences temperatures colder than minus 30 degrees Celsius in the winter. The building was without functioning boilers, and therefore without central heat, from September 1, 2013 to December 5, 2013. The landlord gave the tenants space heaters and offered to reimburse a portion of their hydro bills for increased hydro consumption due to use of the space heaters. On December 5, 2013 the tenants, including the applicant, were refunded half a month's rent as compensation for the lack of heat; the applicant tenant was also refunded \$519.59 for her costs to stay in a hotel for three days in November 2013.

Tenant's Claim

The tenant has claimed monetary compensation and a reduction in rent as follows:

- 1) \$2,564.96 for expenses occurred between July 19, 2013 and August 12, 2013 – the tenant stated that the landlord did not communicate clearly with the tenant when the rental unit would be ready for occupation, and the tenant was moving to the rental unit from out of province. The tenant stated that she could not get her possessions shipped until August 12, 2013, and she had to stay in a hotel from August 4 to 12, 2013;
- 2) \$1,680 for meal expenses incurred due to lack of a working stove from August 12 to September 15, 2013 – the tenant stated that when she opened the oven door, it came off its hinges on the right side, and only one of the burners marginally worked. The tenant stated that she informed the landlord of the problem but the landlord was unresponsive;
- 3) a reduction in rent for the landlord's failure to adequately maintain the cleanliness and safety of the building – the tenant stated that the snow in the building parking lot was only cleared twice and the tenant got stuck in the snow; there have been burnt-out light bulbs in the stairwell and parking that were not replaced; one of two dryers is not working; at one point neither washing machine was working; and there are large, dirty stains on the carpets in common areas of the building; and
- 4) a reduction in rent for the absence of central heating in the building for three months – the tenant stated that the space heaters that the landlord provided were inadequate to properly heat the rental unit, and they overloaded the electrical system so that the breakers consistently blew and had to be reset from every few minutes to every hour.

Landlord's Response

The landlord's response to the tenant's claim was as follows:

- 1) Moving expenses – the landlord stated that the rental unit required major renovations, which was why they could not commit to a move-in date. It was no fault of the landlord that the shipping company could not ship the tenant's belongings before August 12, 2013. The landlord stated that they compensated the tenant by giving her three days rent-free, and this is adequate compensation.
- 2) Oven – the landlord stated that they offered the tenant half a month's rent as compensation for the oven, but the tenant said she wanted more.

- 3) Building maintenance – the landlord stated that they gave a cleaner at the building daily, and on December 6, 2013 the building was inspected by the fire inspector, who found none of the potential hazards that the tenant identified. The carpet stain in a common area is not impacting her living space, and the landlord is planning to replace the carpet in the future.
- 4) Lack of central heating – the landlord agreed to pay the tenant half a month's rent as well as reimbursement of her hotel costs of \$519.59, and the landlord believes this is sufficient compensation for the lack of central heating.

Analysis

Upon consideration of the evidence, I find as follows.

- 1) Moving expenses – I find that the tenant is not entitled to compensation for moving expenses. The tenancy agreement indicates that the tenancy began on August 12, 2013. The tenant agreed to rent the unit knowing that it would not be available on August 1, 2013. The landlord is not responsible for the moving company's inability to deliver the tenant's possessions before August 12, 2013.
- 2) Oven – I accept the tenant's evidence regarding the condition of the oven, and I find that the tenant is entitled to compensation for the 35 days her oven did not work. However, I find that the amount the tenant has claimed is not reasonable. I find that the amount the landlord offered the tenant, half a month's rent, is very reasonable, and I grant the tenant \$437.50 for the loss of use of an oven.
- 3) Building maintenance – I find that the tenant is not entitled to any compensation for the condition of the building during her tenancy, as she did not provide evidence that the condition of the building affected her directly.
- 4) Lack of central heating – I find that the tenant was sufficiently compensated for the lack of central heat in the building, and I decline to grant any further compensation for this issue.

As the tenant's application was only partially successful, I find she is not entitled to recovery of the filing fee for the cost of her application.

Conclusion

I grant the tenant an order under section 67 for the balance due of \$437.50. This order may be filed in the Small Claims Court and enforced as an order of that Court.

The remainder of the tenant's application is dismissed.

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 14, 2014

Residential Tenancy Branch

