



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, OLC, ERP, RP

Introduction

This was a hearing with respect to the tenant's application for repair orders and a monetary award. The hearing was conducted by conference call. The tenant attended with her representative and the landlord called in and participated in the hearing.

Issue(s) to be Decided

Should the landlord be directed to perform repairs?

Is the tenant entitled to a monetary award and if so, in what amount?

Background and Evidence

The rental unit is a manufactured home on a rural property. The tenancy started in November, 2010. The monthly rent is \$450.00 in summer and \$500.00 in winter; the higher winter rent covers the landlord's cost to keep the driveway ploughed.

The tenant applied for dispute resolution on December 19, 2013 to claim for a repair order and a monetary award. The tenant testified that the rental unit is heated by a wood pellet stove and the stove no longer works. It stopped working on December 5th. The rental unit cannot be adequately heated by electrical heaters and the tenant has been forced to find other accommodations because of the lack of heat. The glass sliding door to the rental unit was broken by an unknown person on December 15th or 16th. The door has not been replaced by the landlord despite requests that he do so. The broken panel has been covered with a sheet of plywood or some other material as a temporary measure. The tenant also raised concerns about an unsafe electrical system and suggested that the water supply could be contaminated and requested that water samples be tested. The tenant said the landlord should be required to install locks on the doors to the rental unit. The tenant's advocate, who is also referred to in the written submissions as her stepfather submitted that the repairs to the stove should

be carried out by a certified technician. He submitted that there was a problem with the electrical service to the mobile home because the landlord's electrician performed work to supply electricity to the pump house on the rental property and diverted a crucial electrical circuit supplying power to the rental unit so that it supplied power to the pump house, causing the remaining circuits to the rental unit to be overloaded. The tenant's advocate submitted that the landlord should have a new circuit panel installed to provide additional electrical service to the rental unit.

The tenant claimed a monetary order. She claimed payment of an award for per diem rent based on the monthly rent of \$500.00. She claimed a daily amount for her mileage to travel to and from the rental unit on a daily basis and a per diem amount as compensation for meals and accommodation of \$32.00.

The landlord testified that the rental property was rented to the tenant on the basis of her agreement that she would be responsible for the maintenance and upkeep of the rental unit and the property due to its remote location and because the landlord does not live in the vicinity of the rental property. There is no rental agreement, however, the landlord produced a letter that he prepared at the request of the tenant on April 30, 2013. The letter confirmed that the tenant had permission to use the rental property to raise a specific breed of dog and to produce baked dog treats. The letter also stated that: "It is understood that the house will be kept in good repair by the tenant and maintained in a liveable condition for any future tenants."

The landlord said that he has ordered the parts necessary to repair the pellet stove and as soon as they were delivered the stove would be repaired. He has arranged for the prior owner of the property who installed the stove and who is knowledgeable as to its workings to install the replacement parts. The landlord complained that the tenant was not maintaining the rental unit properly and said that the stove problem was likely a function of her failure to properly clean and maintain it. He said that she should have inspected the stove in the fall and advised him then of any problems. He said the tenant had a history of not properly looking after the rental property; he cited as an example that she had not looked after the lawn; he arranged for a riding mower to be delivered to the property, but when he later visited the property he found the mower sitting outside with a dead battery and a broken cutting blade. The landlord said that he had to replace the water pumps because the line froze due to the tenant's failure to turn on a heater. Because of this he paid for electrical upgrades to ensure the problem was not repeated, only to have the tenant criticize the work of his electrician. The landlord said that the work was performed by a competent electrician. He denied that any service was taken from the house to serve the pump house and noted that the pump house made occasional and low demands upon the electrical supply. The landlord said

that the tenant is being charged rent that is below market because she was expected to have the ability to look after the place.

The landlord would not commit to replacing the broken sliding door; he suggested that the plywood patch panel was an adequate repair. The landlord said there was nothing wrong with the electrical system and there was no reason to think that there was any problem with the quality of the water. The landlord did not agree that the tenant was entitled to any compensation. He noted that she was staying with her advocate, considered to be family, and she provided no evidence of any expenditures.

Analysis

I find that the responsibility for the provision of a working stove and the maintenance and repair of that stove rests with the landlord. The stove serves as the primary source of heat for the rental unit. The Policy Guideline with respect to landlord and tenant responsibility for maintaining rental premises provides that:

The landlord is responsible for inspecting and servicing the furnace in accordance with the manufacturer's specifications, or annually where there are no manufacturer's specifications, and is responsible for replacing furnace filters, cleaning heating ducts and ceiling vents as necessary.

I accept the landlord's testimony that he has ordered parts for the stove and that they will be installed as soon as they arrive; I find those arrangements to be appropriate, given the location of the rental property. With respect to the broken sliding door, I do not consider that a panel to cover the broken glass constitutes anything more than a temporary emergency repair. I order that the landlord purchased and have installed a glass replacement door of similar kind and quality to the broken door and I direct that this repair be effected forthwith.

I do not find that the tenant has proved there are grounds to direct the landlord to install door locks. The tenant rented the unit with the doors and locks provided. I do not have any photographic evidence to show that there is a problem with the doors or the locks provided that would require the landlord to install new locks. This request is denied.

I am not satisfied that there is an electrical problem that requires repair. I do not find that there is convincing evidence of a systemic electrical problem; the tenant's advocate said that a circuit breaker tripped when he was operating a hair dryer to shrink a plastic film applied to the windows, but I do not find that this occurrence constitutes evidence

that there is an electrical problem requiring repairs. As well there is no evidence of any water quality problem and the request with respect to this matter is denied.

With respect to the tenant's claim for a monetary award, I find that she is entitled to an award for loss of use of the rental unit due to the absence of adequate heat. I award the tenant the sum of \$600.00 for the loss of use of the rental unit for the period from December 5, 2013 to January 15, 2014. This is calculated on the basis of a complete loss of use of the rental unit for the period and is based on a rent of \$450.00 per month, having regard to the fact that the additional winter amount is for the cost of keeping the driveway ploughed. The tenant has not supplied documentary evidence to support her claims for additional amounts and claims for these amounts are denied. No evidence of actual expenditures was provided, but I find that the tenant's daily trips to and from the rental property are primarily related to the operation of her dog breeding business; they are outside the scope of the tenancy and not a matter for which the landlord should be responsible

Conclusion

The landlord is directed to carry out the repairs as stated above. The tenant has liberty to reapply if the landlord does not comply. I have awarded the tenant the sum of \$600.00. The said sum may be deducted from future installments of rent to be paid to the landlord.

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 7, 2014

Residential Tenancy Branch

