



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

**MNR, MNDC, OLC, PSF, RR, FF**

### **Introduction**

This hearing was scheduled in response to the tenant's Application for Dispute Resolution, in which the tenant has requested compensation for the cost of emergency repairs, compensation for damage or loss under the Act, an Order the landlord comply with the Act, an Order the landlord provide service or facilities required by law, that the tenant be allowed to reduce rent and to recover the filing fee from the landlord for the cost of this Application for Dispute Resolution.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the evidence and testimony provided.

### **Preliminary Matters**

The tenant submitted a claim in the sum of \$902.70 related to compensation for damage or loss and the request for rent reduction. The tenant did not supply any evidence or a detailed calculation of the claim made. Therefore, as the tenant failed to set out the details of the claim, pursuant to section 59 of the Act, the request for compensation for damage or loss and rent reduction was declined.

As the tenant supplied no evidence of the cost of emergency repairs; that portion of the application was dismissed.

The tenant confirmed that the issue of unit cleanliness at the start of the tenancy was not relevant to the claim.

The remaining issues of heat and a smoke detector were considered during the hearing.

Issue(s) to be Decided

Are there sufficient issues with heat and smoke detectors that require an Order to comply with the Act?

Background and Evidence

The tenancy commenced on July 1, 2013; rent is \$1,050.00 due on the 1<sup>st</sup> day of each month. The tenant does not pay hydro costs.

The landlord confirmed that the thermostat to the forced air heating system is in the upper portion of the home where the landlord resides. The landlord keeps the thermostat set at 24 degrees.

The tenant said that during his tenancy he has not had sufficient heat. The tenant confirmed that he has been using an oil heater. The tenant confirmed that he is able to use space heaters if the heat in his unit is insufficient. The tenant said that he understands the BC Building Code sets out minimum heat requirements, but he did not submit evidence in support of this submission.

The landlord did not object to the use of space heaters, as long as they do not pose a fire risk.

The tenant said the landlord had not replaced a battery that was in the smoke detector and that it was inoperable from August 2013 to January 2014. The smoke detector needs to be checked as it is not operational.

The tenant confirmed that he is vacating the unit at the end of this month.

Analysis

The issue of heat was discussed during the hearing. It was pointed out that while the temperature in the upper portion of the home might be 24 degrees; the basement could be cooler. The installation of base board heaters was discussed and may be pursued by the landlord.

The tenant has a source of heat, which he can control; he confirmed that he would not use heaters that pose a fire risk. The tenant was warned that leaving an electric space heater on when he was not in the home could form a potential risk.

During the hearing the landlord and tenant agreed the landlord could enter the unit immediately following the hearing, to check the smoke detector battery.

Residential tenancy Branch policy suggests:

*If there are smoke detectors, or if they are required by law, the landlord must install and keep smoke alarms in good working condition. Regular maintenance includes:*

☐ *annual inspection of the system*

☐ *annual cleaning and testing of the alarm*

☐ *replacing batteries at least annually and according to the manufacturer's instructions.*

There was no evidence before me that indicated the smoke detector is required by law in Burnaby. However, if they are the landlord must ensure that the detectors are inspected, cleaned and tested on an annual basis and that the batteries are replaced.

In the absence of evidence supporting any portion of the tenants claim I decline filing fee costs.

#### Conclusion

The claim for the cost of emergency repairs is dismissed.

The monetary claim is declined.

There was no need for Orders.

Filing fee costs are declined.

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 23, 2014

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Residential Tenancy Branch

