



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding COMPLETE RESIDENTIAL PROPERTY MANAGEMENT LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, FF

Introduction

This hearing was convened by way of conference call in response to the tenant's application for a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulations or tenancy agreement; and to recover the filing fee from the landlord for the cost of this application.

The tenant and landlord attended the conference call hearing, gave sworn testimony and were given the opportunity to cross examine each other on their evidence. The landlord and tenant provided documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing. The parties confirmed receipt of evidence. All evidence and testimony of the parties has been reviewed and are considered in this decision.

Issue(s) to be Decided

Is the tenant entitled to a Monetary Order for money owed or compensation for damage or loss?

Background and Evidence

The parties agreed that this fixed term tenancy started on May 01, 2013 with three tenants renting this unit. The term of the tenancy was until April 30, 2014 and ended on this date. Rent was \$1,595.00 per month due on the first day of each month.

The tenant testified that at the start of the tenancy the main heat source for the house was a heat pump with a back up auxiliary pump. The tenants investigated the potential heating costs prior to moving into the unit and were satisfied they could afford this with their rent. Later the landlord informed the tenants that the auxiliary heat pump was not working and had been removed.

The tenant testified that just before December 05, 2013 the tenants noticed that the house was not heating properly and on December 05, 2013 the heat pump was only blowing in cold air. The tenants called the landlord and informed them of the problem. A repairman came out and determined that the heat pump was not repairable. The tenants were advised by the landlord to purchase three space heaters and the tenants have since been reimbursed for this cost. The space heaters were totally insufficient and the landlord delivered a large space heater. This was on the Friday night and the landlord informed the tenants that they had done all they could and they would start getting quotes to repair the heating on the following Monday.

The tenant testified that the temperatures were 53 degrees so the tenant had no other option but to go and buy two more space heaters. The landlord received a quote to replace the heat pump at \$15,000.00 so the landlord was looking at other options. The tenants pointed out that if the landlord went with an electric furnace or baseboard heaters that the cost for the tenants to heat the home would go up. The landlord agreed with the tenants but suggested the tenants could be conservative with their use.

The tenant testified that the six space heaters were barely getting the house to 63 degrees and it was not until December 13, 2013, nine days later, that the new electric furnace was installed.

The tenant testified that this was a much less expensive option for the landlord; however, the cost to the tenants was greatly increased. Previously the heating was approximately 20 percent lower than similar homes in the area and now their heating bills were 20 percent higher. The tenant testified that it was unusually cold during this time; as low as minus seven degrees.

The tenant testified that the house was presented as having a main source heat pump which was affordable to the tenants. Then the tenants were left paying higher bills for the electric heating even though the tenants were conservative with its use by turning the heat down to below 60 degrees for two, two week periods when no one was home and at night; however, the tenants still faced huge increases in their hydro bills. The tenant testified that the landlord did offer a nominal amount of 20 percent off the hydro bills but the tenants feel the landlord should be accountable for all extra costs. The tenant has calculated the increase in each bill in accordance to information gained from BC Hydro consumption charts on line compared to similar homes nearby and provided copies of these charts in documentary evidence. The tenants seek a Monetary Order for the following costs:

Increase in electric usage for nine days running space heaters	\$117.36
Increased hydro costs from December 13, 2013 to January 23, 2014 as amended	\$58.63
Increased hydro costs from January 24, 2014 to March 24, 2013.	\$203.60
Increased hydro costs from March 25, 2014 to April 30, 2014	\$70.02
Rent rebate for nine days when house was not livable due to lack of heat	\$478.50
TOTAL	\$928.11

The landlord agreed that on December 05, 2013 the furnace was not working. The landlord instructed the tenants to purchase some space heaters and on December 06, 2013 the landlord sent a contractor around who advised that the heat pump was broken. The landlord testified that they had to contact the owner of the house to get permission to make repairs and were advised by the owner to replace the system with an electrical system. The landlord then obtained quotes for this work and estimates were received. On December 11, 2013 the work was started to replace the system and the landlord dropped off another space heater to keep the tenants warm. The repair was completed on December 13, 2013. The tenants had a new electrical system and during the nine days the system was down the tenants had a number of space heaters and a fireplace in the house. The landlord testified that they did do their due diligence in getting the repair completed in a timely manner.

The landlord testified they heard from the tenants who wrote to say they felt their hydro consumption had gone up. The tenants felt that as their previous usage was 20 percent lower than normal it had gone up over the average by 20 percent with the new furnace. The tenants had compared this against what they deemed to be comparable homes in the area; however, how would the tenants actually compare this without knowing the size of the homes or the heat source in those homes their home was compared with. The landlord testified that the owner had agreed to reimburse the tenants for 20 percent of their additional heating costs for the length of the tenancy but this was rejected by the tenants.

The landlord disputed the tenant's claims for a rent rebate for nine days as the tenants still had occupancy and use of the home during the nine days they were without heat. The tenant asks the landlord how the landlord can consider that they acted quickly enough for this emergency repair as no one even came to the house to check the tenants had adequate heat. The landlord responded that they had to do their due diligence and first bring it to the owner's attention. The landlord had called a contractor and within two business days after receiving the estimates the work was started.

Analysis

I have carefully considered all the evidence before me, including the sworn testimony of both parties. With regard to the tenant's claim for compensation for an increase in hydro for nine days due to the use of space heaters; I am satisfied with the evidence before me that the primary heating system failed leaving the tenants in a cold environment for nine days in December, 2013. I am further satisfied with the tenant's calculations that the increase in costs for hydro was \$117.36. As the responsibility lies with the landlord to ensure heat is provided to the tenants I therefore find in favour of the tenant's claim to recover the cost for increased hydro while using the space heaters and award the tenants the amount of **\$117.36**.

With regard to the tenant's claim to recover the increase in hydro from December 13, 2013 to April 30, 2014. When tenants rent a unit from a landlord the tenants are entitled to know what their primary heat source is so they can determine what the costs of heating their home will be in order to make an informed decision about renting the unit. As the tenants determined, through their research, that they could afford to run the heating system as it was at the start of the tenancy, when this heating system had to be replaced this increased the tenant's costs for hydro and resulted in higher bills to the tenants. I am satisfied with the tenant's research and subsequent amended calculations for the increase to their hydro costs for the period from December 13, 2013 to the end of the tenancy of **\$332.25** and therefore award this amount to the tenant.

With regard to the tenant's claim for a rent rebate of \$494.56; I have considered the tenant's claim in this matter and the arguments brought forth by the landlord. Rent for this unit was \$1,595.00 per month and the tenant has calculated the rebate based on nine days and 0.3 of a month. I find that the tenant's claim is extravagant for the loss of heating as they still had use of the unit and did not have to leave to go into alternative accommodation for nine days. I further find the landlord did provide six space heaters which did prevent the home freezing. While I acknowledge that the space heaters were not an adequate provider of heat during this cold spell in December the tenants did still have the use of the unit and some heating and therefore it is my decision that the

tenants are entitled to a rent rebate of **\$231.53** calculated by rent of \$1,595.00 divided by 31 days at \$51.45 a day less an amount of 25.72 a day for use of the unit giving a rent rebate of \$25.72 a day for nine days.

As the tenant's claim has merit I find the tenant is entitled to recover the **\$50.00** filing fee from the landlord pursuant to s. 72(1) of the *Act*. A Monetary Order has been issued to the tenant for the following amount:

Extra Hydro due to space heaters	\$117.36
Increase in hydro costs from December 13, 2013 to end of tenancy	\$332.25
Rent rebate for loss of a service for nine days	\$231.53
Filing fee	\$50.00
TOTAL	\$731.14

Conclusion

I HEREBY FIND in partial favor of the tenant's monetary claim. A copy of the tenant's decision will be accompanied by a Monetary Order for \$731.14 pursuant to s. 67 and 72(1) of the *Act*. The Order must be served on the respondent. Should the respondent fail to comply with the Order the Order may be enforced through the Provincial Court 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: September 15, 2014

Residential Tenancy Branch

