



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CRAFT PROPERTIES LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ERP, RR

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to make repairs to the rental unit and to allow a tenant to reduce rent for repairs.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

Issues to be Decided

Should the landlord make repairs to the rental unit?

Is the tenant entitled to reduce rent for repairs agreed upon but not provided?

Background and Evidence

The tenancy began on August 1, 2013. Rent in the amount of \$750.00 was payable on the first of each month. A security deposit of \$375.00 was paid by the tenant. Filed in evidence is a copy of the tenancy agreement.

The tenant testified that when he moved into the rental unit he was told by the landlord's agent that the gas to the fireplace was turned off for the summer months and that the gas would be turned on for the winter. The tenant stated that the landlord has failed to turn the gas on as promised and seeks either the gas line be repaired or a rent reduction. The tenant stated that the move-in condition inspection report shows the fireplace was in satisfactory condition at the start of the tenancy.

The landlord's agent testified that the tenant was told that the fireplace did not work prior to accepting the tenancy and that it was left there for cosmetic purposes. The agent stated that she is certain that discussion took place with the tenant as the entire building gas line that goes to all the fireplaces was disconnect three years prior due to safety issues and that she tells every potential renter the fireplace is not operational.

The landlord's agent agreed the move-in condition inspection report shows the fireplace in satisfactory condition, however, states that was only for the cosmetic portion, such as the glass door and mantle.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In this case, both parties different version of events about the fireplace. The tenant version was that he was not told that the fireplace was broken and that he was told by the landlord's agent that the gas would be turned on for the winter months. The landlord's agent denied the tenant's version said she told the tenant that the gas had been shut off due to safety issues three years prior and fireplace was not operational.

While both versions are probable, I accept the landlord's version for the following reasons. The tenancy agreement filed in evidence states hot water is included in rent. What are not included in rent are parking, cable, electricity and laundry. There is no reference in the tenancy agreement, to either include gas in the rent or to not to include gas in the rent, which you would expect to see if the tenant's version was accepted. Further, if the landlord's agent agreed to have the gas turned on for the winter, it would have been reasonable for the tenant to make an application at the start of the winter in 2013, rather than to wait a full year later. I find on the balance of probability that the tenant was informed at the start of the tenancy that the fireplace was not operational and was cosmetic.

Therefore, I dismiss the tenant's application to have the landlord make repairs to the fireplace, and for a rent reduction. As the tenant has not been successful with their application, the tenant is not entitled to recover the filing fee from the landlord.

Conclusion

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: October 29, 2014

Residential Tenancy Branch

