



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

Dispute Codes MNDC, PSF, FF

Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the landlord by mailing, by registered mail to where the landlord carries on business on September 10, 2014. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order that the landlord provide services required by law?
- b. Whether the tenant is entitled to a monetary order?
- c. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence

The landlord and tenant entered into a tenancy agreement with regard to another unit in August 2010. On April 1, 2011 the landlord and tenant entered into a tenancy agreement with regard to the rental unit which is the subject of this hearing. The rent was \$1250 per month payable in advance on the last day of the previous month. The tenants paid a security deposit of \$625 at the start of the tenancy. The tenant gave notice and the tenancy ended on September 30,

2014. The landlord has returned the security deposit minus some deduction agreed upon by the tenant.

The tenant seeks compensation for the lack of heat in the rental unit. The tenant testified the landlord turns the heat off in the Spring of each year and does not start the furnace until October. He further testified that in early September he was cold and asked the manager if he would turn on the furnace. The manager told the tenant the heat would be turned on sometime in October. he tenant testified the heat was not turned on until late September. The rental unit got quite cold as on some days it was 14 degrees Celsius outside. His daughters took to studying away from the home and only returned late at night.

The manager testified that he was asked by the tenant to turn on the heat on Friday evening in early September. He told the tenant that he could turn the heat on only after the plumbing company had first inspected the furnace system. The plumbing company was called and the furnace was started on September 10, 2014. He further testified that the furnace has an outside sensor for the first and second floor which may account for the limited heat being directed at the tenant's unit.

Analysis:

Neither party produced a copy of the tenancy agreement. However, based on the evidence presented from the parties I determined that heat was included with the rent. The tenant testified they did not advise the landlord in the spring when the heat was first turned off. I determined that as the tenant's did not advise the landlord of their difficulties the landlord is not responsible for the reduced value of the tenancy during the spring. Further, I determined the landlord is not responsible for the summer period as there is insufficient evidence to determine there was a problem with the lack of heat.

I determine the tenant is entitled to compensation for the reduced value of the tenancy because of the lack of heat in September. I accept the evidence of the tenant that he did not start feeling the heat from the furnace until late September. However, in determining the amount of compensation I have considered that not all days in September were cold. The tenant testified it was uncomfortably cold for 10 to 15 days. I have also considered the tenant received some heat from electric heaters that were used. He failed to present evidence as to any additional

cost he might have incurred for using the electric heaters. I determined the landlord failed to prove he is entitled to compensation for lack of heat in the winter on 4 days as he failed to present sufficient evidence to establish this claim.

In the circumstances I determined the tenant is entitled to compensation in the sum of \$75 for the lack of heat.

Conclusion

I ordered the landlord(s) to pay to the tenant the sum of \$75 plus the sum of \$50 in respect of the filing fee for a total of \$125.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced 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: October 23, 2014

Residential Tenancy Branch

