



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      O, RP

### 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 on November 24, 2014. With respect to each of the applicant's claims I find as follows:

### Issue(s) to be Decided

The issue to be decided is whether the tenant is entitled to an order for repairs?

### Background and Evidence

The tenancy began 14 years ago. The present rent is \$839.38 per month payable in advance on the first day of each month.

The tenant testified for 12 or the 14 years she had the use of her gas fireplace without problems. Approximately two years ago she experienced a problem with the pilot light being extinguished. This has caused significant concern as she fears it may result in

safety issues in the rental unit. She has asked the landlord to make repairs but the landlord has failed to repair it.

The landlord testified she hired a technician who told her that the electrical part is smashed and it is unrepairable. The landlord alleged the tenant damaged the fireplace. The technician did not appear at the hearing nor provide an affidavit or written statement. There is tension between the parties and the tenant alleges the landlord is merely attempting to avoid its responsibilities.

### Analysis

After carefully considering the disputed evidence I determined the landlord failed to prove that the tenant caused the alleged damage. Further, in the absence of sufficient evidence from a qualified technician I determined the landlord failed to prove that it is not repairable.

Section 32(1) of the Residential Tenancy Act provides as follows:

### **Landlord and tenant obligations to repair and maintain**

**32** (1) A landlord must provide and maintain residential property in a state of decoration and repair that

- (a) complies with the health, safety and housing standards required by law, and
- (b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

As a result **I order that the landlord hire a qualified gas professional, fix the gas fireplace and provide the tenant with written proof from the qualified gas professional that the gas fireplace has been fixed by January 9, 2015. I further ordered that if the landlord fails to complete the repairs as provided above the**

**tenant has liberty to re-apply seeking an order for the reduction of rent until the repairs are completed.**

Normally an arbitrator would include an order for a reduction of rent in this decision. However, the tenant did not make a claim in the within Application for an order that the rent be reduced until the work is completed. As a consequence I cannot make a determination as to how much the rent has been reduced in this hearing.

The tenant made allegations of harassment in her application. However, she did not make a claim for compensation and there is no basis to consider the claims. The tenant has liberty to re-apply.

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: December 22, 2014

---

Residential Tenancy Branch

