



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ERP, FF

### Introduction

This is a request for an emergency repair, requesting that the landlord ensure that they are supplied with heating oil.

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing.

I have given the parties the opportunity to present all relevant evidence, and to give oral testimony, and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issue(s) to be Decided

The issue is whether or not to order the landlord to do an emergency repair at the rental unit an order that the landlord supplied heating oil to the rental unit.

### Background and Evidence

The applicants testified that:

- When they rented this unit they were of the understanding that the unit was heated by Fortis gas.
- In November of 2014 the furnace stop working and therefore a furnace repairman was called, however the repairman stated there was nothing wrong with the furnace, the problem was the oil tank had run dry.
- This was the first that we knew that the rental unit was heated by oil.

- When this was first discovered the landlord supplied some heating oil, however the landlord is now refusing to supply any further heating oil stating that they have to fill out a credit application to receive oil from the oil company.
- They do not believe that they should have to fill out a credit application to receive oil and are therefore requesting that the landlord be ordered to supply oil, or that they be allowed out of their lease.
- Further we've been told by the oil company that the oil tank at the rental property is not certifiable and therefore cannot be filled.

The respondents testified that:

- At no time did they inform the tenants that the rental unit was heated with gas from Fortis gas, and in fact it was their understanding that the unit was electrically heated.
- Once it was discovered that the unit was heated by oil, they did supply some oil to get the furnace running again however utilities are not included in this rental and therefore it is the tenant's responsibility to fill out an application to the oil company to have oil supplied.
- It is standard practice for tenants to have to fill out an application to the utility companies and they would have to do so whether it was Fortis gas, BC Hydro, or an oil supply company.
- They are unwilling to allow the tenants out of this lease as the tenants are easily able to obtain oil simply by filling out an application form.
- The oil company is also willing to supply a certified oil tank to the property when the tenants apply for an oil account, and there is also a certified tank on the property which your company will connect if the tenants fill out the application for an oil.

### Analysis

It is my finding that it's clear in the tenancy agreement the utilities are not included with this rental unit, and therefore is not the landlord's responsibility to supply oil to the tenants.

It is standard practice to require parties requesting oil delivery to fill out an application for an oil account and therefore I do not find it unreasonable that the tenants are being asked to do so.

Further, I accept the landlord's testimony that a certifiable oil tank is available or will be supplied by the oil company once the tenants fill out the proper paperwork.

I am therefore unwilling to issue any order for the landlord's to supply oil, and the tenants do not have grounds to end this tenancy before the end of their fixed term.

Conclusion

This application is dismissed in full without leave to reapply.

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: January 19, 2015

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Residential Tenancy Branch

