



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BILL GRAINGER & PAM RHINE  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDC, FF

### Introduction

This matter dealt with an application by the Tenants for a Monetary Order for compensation for loss or damage under the Act, regulations or tenancy agreement and to recover the filing fee for this proceeding.

The Tenants said they served the Landlords with the Application and Notice of Hearing (the “hearing package”) by registered mail on December 10, 2014. Based on the evidence of the Tenants, I find that the Landlords were served with the Tenants’ hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

### Issues(s) to be Decided

1. Are there losses or damages under the Act, regulations or tenancy agreement and if so how much?
2. Are the Tenants entitled to compensation for loss or damage and if so how much?

### Background and Evidence

This tenancy started on July 1, 2014 as a month to month tenancy. Rent was \$925.00 per month payable in advance of the 1<sup>st</sup> day of each month. The Tenant was to pay a security deposit of \$462.50 but the Tenant only paid \$300.00. Because of the unpaid security deposit the Landlord issued a 1 Month Notice to End Tenancy for Cause which ended the tenancy on January 1, 2015. The parties agreed no move in or move out condition inspection reports were completed or signed.

The Tenants said when they moved in to the unit the Landlord mentioned the heating system in the unit was older and that he may replace it with new base board heaters. The Tenant said that was fine with her as it was summer and therefore heaters were not an issue at move in. The Tenant continued to say that by the end of August the heaters were not working properly and the unit was getting cold. The Tenant said they contacted the Landlord at the end of August, 2014 and he did not respond until

September 13, 2014 because he was away. The Tenant said the Landlord said he would look into it. On October 1, 2014 the Tenant said they phoned the Landlord because some of the heaters in the unit were not working. The Tenant said there was no heat in the bedrooms and the living room heater was going off and on randomly. The Landlord said he called an electrician who came and repaired the heaters on October 2, 2015. The Tenant said the heaters worked for 2 to 3 weeks and then the heaters stopped working properly. On November 12, 2014 the Tenants called the Landlord because the heaters were not working again.

The Landlord said he called the same electrician to repair the heaters and the electrician said he would fix the heater but he did not fix them. The Landlord said he brought in a different electrician in the first week of December, 2014 and new base board heaters were installed and were working on December 5, 2014.

The Tenant continue to say that because of the heating issues in the unit they purchased three space heaters which they do not have receipts.

The Tenant said they have made this application because the heating in the rental unit was substandard and they incurred extra costs to heat the unit for a portion of the tenancy. The Tenant said her claim is as follows:

1. Rent reduction of \$275.00 for September, October and November in the amount of \$675.00.
2. Increase hydro costs and the expense of purchasing 3 space heaters. Claim amount (\$1,125.00 total claim less December rent reduction of \$275.00 less rent reduction of September, October and November of \$675.00 = \$175.00)

The Tenants' adjusted claim is \$850.00 which is less the December, 2014 rent reduction as heat was restored to the rental unit on December 5, 2014, with the installation of the base board heaters.

The Landlord said that he responded to the Tenants' complaints about the lack of heat as quickly as he could and he thought that the heating problem was fixed by the electrician on October 2, 2014. As well the Landlord said he was at the unit on a number of occasions and the temperature seemed fine to him. The Landlord said it was about 21 degrees Celsius. Further the Landlord said the Tenants did not pay their full security deposit and they did not pay their hydro bill. The Landlord said the Tenants told him to use the security deposit of \$300.00 to pay the unpaid hydro bill. The Landlord said the Tenants still owe \$162.50 in unpaid hydro bills.

The Landlord said he brought in an electrician to fix the problem on October 2, 2014 and then he tried again unsuccessfully in November, 2014. The Landlord said it is not his fault the electrician did not do the job correctly on October 2, 2014 or that he did not show up in November, 2014 to fix the heating problem. The Landlord said that he brought in a new electrician in the first week of December who installed new base board

heater and this fixed the heating problem. The Landlord said he does not feel the Tenants have a claim against him for the heating problems.

Further the Landlord said the Tenants are claiming extra hydro costs but the hydro bills are around \$100.00 per month which the Landlord said is about right for the rental unit.

With regard to the space heaters the Tenants bought for supplemental heat the Landlord said he would reimburse the Tenants the cost of the heater if the Tenants gave him the heater and receipts for the heaters.

The parties were offered an opportunity to settle this matter between them but no settlement was achieved.

### Analysis

From the testimony of both parties it is apparent that the rental unit had heating issues as the Landlord said at the start of the tenancy he was thinking of replacing the existing heaters with base board heaters. The heating issues did turn into heating problems and the Tenants did incur inconvenience and possibly extra expense because the existing heaters did not work properly.

Section 32 of the Act says a Landlord must provide and maintain residential property in a state of decoration and repair that makes it suitable for occupation by a tenant. Therefore a Landlord is obligated to repair items and provide a unit that has basic services that includes proper heating.

I have reviewed the evidence submitted and the testimony given at the hearing and it is apparent that the rental unit had heating issues. It was agreed that the heaters were problematic at the start of the tenancy as the Landlord talked about putting in base board heaters to replace the existing heaters. Further problems with the heat in the unit occurred in September, 2014 and parts of October and November, 2014 and the heaters did not work from November 12 to December 5, 2014. The Landlord said he made efforts to have an electrician repair the heater but this was unsuccessful and ultimately the Landlord had to put new base board heater into the unit on December 5, 2014 as was talked about at the start of the tenancy. As the Landlord was aware of the

heater problems from the beginning of the tenancy and he did not take the appropriate action to correct the problem when it first occurred; I find the Tenants have established grounds for a monetary claim for lack heat in the rental unit for parts of September, October and November, 2014 and for heaters that did not work from November 12, 2014 to December 5, 2014. Since the heating problems were random from the first part of September to November 12, 2014; I award the Tenants \$150.00 for this time period as compensation for inconvenience, potential extra hydro costs and the purchase of space heaters. I have said potential extra costs as the Tenants have not proven the actual amounts for hydro and for the space heaters but I accept they did purchase space heaters and did run the space heaters which will increase a heating bill.

With regard to the time period from November 12, 2014 to December 5, 2014; I find the Landlord did not meet his responsibilities to correct the problem in a timely manner. The Landlord blames the electrician for not coming to repair the problem but the responsibility is the Landlord's and 3 weeks to repair a heating system in November is not acceptable. I find the Tenants have established grounds to be compensated for the period of November 12, 2014 to December 5, 2014 in the amount of \$250.00. This is to compensate the Tenants for the inconvenience and additional hydro costs due to running space heaters.

As the Tenants have been partially successful in this matter I Order the Tenants to recover the \$50.00 filing fee from the Landlords. The Tenants will receive a monetary order as follows:

Compensation for September, October and November, 2014	\$150.00
Compensation from November 12 to December 5, 2014	\$250.00
Filing fee	\$ 50.00
TOTAL	\$450.00

Conclusion

A Monetary Order in the amount of \$450.00 has been issued to the Tenants. A copy of the Order must be served on the Landlord: the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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: July 14, 2015

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Residential Tenancy Branch

