



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      RP, ERP, RR, MNDC, FF

### Introduction

This hearing was scheduled to deal with a tenant's application for repair orders, including emergency repairs, authorization to reduce rent payable and a Monetary Order for damage or loss under the Act, regulations or tenancy agreement. The landlord did not appear at the hearing. The tenants testified that they served the landlord with the hearing documents in person at his commercial property on June 29, 2015. I was satisfied the landlord was sufficiently served and I continued to hear from the tenants without the landlord present.

The tenants testified that they vacated the rental unit on July 2, 2015 due to fear for their health and safety because of excessive carbon monoxide in the home. Since the tenants have vacated the rental unit I found the request for repairs and the request to reduce future rent payable to be moot. As such, the only remaining issue was their monetary claim.

The tenants requested that their application be amended to include a request for return of their security deposit. The tenants acknowledged that they had not yet given the landlord their forwarding address in writing. As such, I found this request to be premature and I declined to amend their Application to deal with the security deposit.

The tenants requested their monetary claim be withdrawn with liberty to reapply. Their request was granted. The tenants retain the right to file another Application to seek monetary compensation from the landlord.

In considering the tenants' request to recover the filing fee paid for this Application, I continued to hear the tenants' reasons for filing this Application.

### Issue(s) to be Decided

Was there merit to the tenants' Application at the time of filing? If so, should the landlord be ordered to pay the tenants for the filing fee they paid for this Application?

### Background and Evidence

The tenancy commenced approximately seven years ago and the tenants were paying rent of \$1,060.00 per month at the end of the tenancy.

On June 21, 2015 the tenant came home to the rental unit and smelled rotten eggs. The tenant called the gas company and the gas company sent a technician that same day. The technician took readings in the boiler room and determined there was carbon monoxide coming from the boiler in excess of 500 parts per million (ppm). The technician shut off the gas supply and issued a "Danger" notice indicating the appliance was not to be used until repairs made. The tenant called the landlord to advise him of the issue.

On June 24, 2015 the landlord sent a plumber to the property to investigate the issue. The plumber indicated there was nothing wrong with the boiler and the gas supply was turned back on. The tenant called the landlord again asking that he fix the boiler. The landlord did not seem to care about the tenant's concerns and indicated the gas company technician did not know what he was doing.

Later on June 24, 2015 the tenant called the gas company again and they sent another technician to the property the same day. The technician determined that the boiler was still emitting more than 500 ppm of carbon monoxide when the limit is 70 ppm. The technician shut the gas supply off again and issued another "Danger" notice. The tenant called the landlord again to advise the landlord of the second technician's findings. The landlord became mad and told the tenants to move out if they did not want to live there.

On June 25, 2015 a City inspector issued an Inspection Card for plumbing, gas and sprinklers requesting that he be contacted when a contractor has resolved the issue.

On June 26, 2015 the issue boiler repairs still were not made and the tenants filed their Application seeking emergency repairs; however, the hearing date was set for three weeks later and the tenants explained they could not wait that long for a hearing as the landlord could turn the gas supply on again at any time like was done on June 24, 2015 so they moved out of the rental unit fearing for their health and safety on July 2, 2015.

Documentary evidence provided by the tenants consisted of the two Danger notices issued by the gas company and the Inspection Card issued by the city inspector.

### Analysis

Upon consideration of all of the undisputed evidence before me, I accept the tenants' version of events and I find the tenants had a basis for filing an Application seeking repair orders, including emergency repairs. Therefore, I order the landlord to repay the tenants for the \$50.00 filing fee they paid for this Application.

With this decision I provide the tenants with a Monetary Order in the sum of \$50.00 to serve upon the landlord and enforce as necessary.

### Conclusion

The tenants have been awarded recovery of the filing fee as their request for repair orders, including emergency repairs, had merit. I have provided the tenants with a Monetary Order in the amount of \$50.00 to serve upon the landlord and enforce as necessary.

The tenants' request for monetary compensation for damage or loss has been dismissed with 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: July 16, 2015

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Residential Tenancy Branch

