



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

DRI, ERP, RR, RP, OLC, PSF, FF

### **Introduction**

This hearing was convened in response to an application by the tenant.

The tenant's un-amended application was filed pursuant to the *Residential Tenancy Act* (the Act) on September 23, 2015 for Orders as follows:

1. Dispute a rent increase that does not comply with an increase permitted by the Regulation – Section 43
2. Order the landlord to make emergency repairs – Section 33
3. Reduce rent for repairs, services or facilities agreed upon but not provided – Section 65
4. Order the landlord to make repairs to the unit after having contacted the landlord to make repairs but not been completed - Section 62
5. Order the landlord to comply with the Act – Section 62
6. Order the landlord to provide services or facilities required by the tenancy agreement or the law – Section 65
7. Recover the filing fee – Section 72

Both parties appeared in the conference call hearing and participated with their submissions and testimony. The tenant advised they are still residing in the rental unit. The parties were given opportunity to resolve their dispute and arrive at an agreed settlement to their dispute, and which process was fractionally successful, as herein stated.

The landlord acknowledges receiving the evidence of the tenant. The tenant claims not to have received the landlord's evidence. The landlord provided a tracking number for the *Express Post* mail to the tenant – requiring a signature from the recipient – which has not been claimed by the tenant. The tenant testified they were not notified of the

waiting mail. I determined the tenant is deemed to have received the mail in accordance with Section 90 of the Act. Regardless, the landlord was required to present relevant evidence in testimony and the tenant was afforded opportunity to respond. At the outset of the hearing the tenant listed the portions of their dispute which remain relevant to their application – which did not include the *payable rent / rent increase* as issues still in dispute. These portions of the application are preliminarily dismissed.

The landlord also filed an application pursuant to the Act on November 04, 2015 and set for hearing on January 06, 2016 which they originally intended as a cross application in this matter. The landlord requested **cancellation** of their application: *as noted on the style of cause page of this Decision / the title page*. As a result, the landlord's application is cancelled and effectively **dismissed**, without leave to reapply. None of the merits of their application are included in this Decision.

### **Issue(s) to be Decided**

Should the landlord be Ordered to make repairs to the unit?

Should the landlord be Ordered to make emergency repairs?

Should the landlord be Ordered to Comply with the Act?

Should the landlord be Ordered to provide services or facilities required by the tenancy agreement or the law?

Is the tenant entitled to a reduction in the payable rent?

### **Background and Evidence**

The rental unit is a house, not owner-occupied, and contains 2 rental units – of which the upper portion is the tenant's. I have benefit of the written tenancy agreement, signed by the parties and it contains the standard terms of a tenancy agreement. Rent in the amount of \$1700.00 is payable by the tenant in advance on the first day of each month.

The tenant testified they have repeatedly complained to the landlord of various issues. They testified they have informed the landlord they experience electrical interruptions as their electrical breakers routinely 'trip' leaving the tenant without electrical power to certain outlets. The tenant testified the breakers trip several times per day. They have alerted the landlord whom has determined the tenant is demanding too much of the electrical system and it is not their problem. The landlord claims he will get to the bottom of the claimed problem and permanently resolve the problem as quickly as the parties can co-ordinate an inspection with a view to potential repairs.

The tenant testified that the landlord orally promised them storage room on the residential property and therefore they seek for the landlord to provide storage. The landlord disagreed they promised the tenant storage, however, they agreed they may have given the tenant the impression of storage. The parties were directed to their tenancy agreement in respect to storage. It was confirmed that storage was not included in the rent – however, the addendum held out that storage could be possible given a series of conditions, which the landlord confirmed were effectively disingenuous as the addendum term clearly gives a false appearance or false hope.

The tenant testified the claimed 3<sup>rd</sup> bedroom / enclosed patio room suffers from temperature variations – cold or hot – and the room temperature is not sufficiently controllable to make it comfortable or useable. The tenant explained that in the summer an air conditioner is useable, but that the circuit breaker issue makes its use unreliable. The landlord argued the tenant is not using the thermostat feature of the built in heater for the room, which the tenant argued does not operate to control the temperature. The landlord testified they will get to the bottom of the claimed problem and permanently resolve the problem as quickly as the parties can co-ordinate an inspection.

The tenant testified they routinely experience a lack of hot water for their unit. The landlord testified they installed a new 60 gallon hot water tank a year ago and that it should be adequate for the number of people in the house. Regardless, the landlord testified they would have the unit inspected. The hearing discussed potentially simple

solutions. None the less, the landlord testified they will get to the bottom of the problem and resolve the problem as quickly as they can co-ordinate an inspection.

The tenant testified they routinely experience a lack of water pressure for their unit. The landlord testified they have not previously been informed of a problem. Regardless, the landlord testified they will now have the water supply inspected. The hearing discussed potentially simple solutions. None the less, the landlord testified they will get to the bottom of the problem and resolve the problem as quickly as they can co-ordinate an inspection.

### **Analysis**

On preponderance of the evidence I find as follows.

I accept the tenant has a problem with interruption of their electrical circuit breakers. I find the tenant and landlord agreed the tenant will provide the landlord with specific information of the electrical circuit interruptions: where, when, and under which conditions they occur. The landlord will provide the tenant with legal notice to enter the suite to assess or confirm the electrical issues and the tenant will not unreasonably deny the landlord access if they are not home at the time of the landlord's entry. Upon their personal assessment the landlord will determine if a licensed contractor should be involved and resolve the problem. Under this agreement, I find it is not necessary to Order the landlord to make repairs, or emergency repairs to the unit in this regard. However, it must be known that if the problem is not resolved within a reasonable period of time it remains available to the tenant to file for dispute resolution seeking an order or compensation.

I find that the tenant is not entitled to storage as part of the contractual agreement with the landlord, and that the addendum purporting to storage is ineffective in respect to creating an entitlement to storage. As a result, this portion of the tenant's application is dismissed.

I accept the tenant has a problem maintaining a comfortable temperature in the 3<sup>rd</sup> bedroom / enclosed patio. I find the tenant and landlord agreed the landlord will inspect the built in heater in the 3<sup>rd</sup> bedroom / enclosed patio and will, "fix or replace" the heater unit with aid of a licensed contractor, if necessary, and resolve the problem. The landlord will provide the tenant with legal notice to enter the suite to assess or confirm the heater issue and the tenant will not unreasonably deny the landlord access if they are not home at the time of the landlord's entry. Upon their personal inspection the landlord will determine if a licensed contractor should be involved to "fix or replace" the unit. Under this agreement, I find it is not necessary to Order the landlord to make repairs to the heater. However, it must be known that if the problem is not resolved within a reasonable period of time it remains available to the tenant to file for dispute resolution seeking an order or compensation.

I accept the tenant periodically does not have sufficient hot water. I find the landlord agreed they will have the hot water tank re-inspected by a licensed contractor to ensure it operates properly, with a view to any adjustment(s) to achieve the needs of the tenants of the residential property, and ultimately resolve the problem. If necessary, the landlord will provide the tenant with legal notice to enter the suite to inspect the unit and the tenant will not unreasonably deny the landlord access if they are not home at the time of the landlord's entry. Under this agreement, I find it is not necessary to Order the landlord to make repairs to the unit in this regard. However, it must be known that if the problem is not resolved within a reasonable period of time it remains available to the tenant to file for dispute resolution seeking an order or compensation.

I accept the tenant periodically does not have sufficient water pressure to the unit. I find the landlord agreed they will have the water pressure to the residential unit / property inspected to ensure the property has adequate water pressure, with a view to any adjustment(s) to achieve the needs of the tenants of the residential property. And, if necessary, ultimately resolve the problem with the aid of a licensed contractor. If necessary, the landlord will provide the tenant with legal notice to enter the suite to inspect the unit and the tenant will not unreasonably deny the landlord access if they

are not home at the time of the landlord's entry. Under this agreement, I find it is not necessary to Order the landlord to make repairs to the unit in this regard. However, it must be known that if the problem is not resolved within a reasonable period of time it remains available to the tenant to file for dispute resolution seeking an order or compensation.

I find no basis to currently establish that a reduction in the payable monthly rent is appropriate, and as a result, I dismiss this portion of the tenant's claim.

As the tenant has been partially successful in their application, they are entitled to recover their filing fee of \$50.00.

### **Conclusion**

The tenant's application, in part, has been granted. Should the issues in dispute and as identified in this Decision not reasonably be resolved the tenant has leave to re-apply.

The tenant is authorized to deduct \$50.00 from a future rent in satisfaction of their filing fee.

The landlord's application set for January 06, 2016, at their request, is **cancelled**.

**This Decision is final and binding on both parties.**

*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: November 25, 2015

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Residential Tenancy Branch

