



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Nav Holdings  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes          ERP, RP

### Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for the following:

1. An Order for emergency and other repairs – Section 32;

Although the Tenant was unable to provide a postal tracking number, I accept the Tenant’s evidence of dates, packaging and costs and find that the Landlord was served with the application for dispute resolution and notice of hearing by registered mail on November 30, 2015 in accordance with Section 89 of the Act. The Landlord did not attend the hearing. The Tenant was given full opportunity under oath to be heard, to present evidence and to make submissions.

### Preliminary Matters

The Tenant provided the Landlord a copy of the evidence package on December 21, 2015 by placing the package in the Landlord’s office manager mail slot. Although the Tenant did not amend the application, the evidence package contained a monetary worksheet outlining the Tenant’s costs in relation to repairs completed by the Tenant. As the Landlord has not appeared and as the costs being claimed may be a reasonably expected outcome of the claim for repairs I accept that the Tenant’s claim for compensation may be considered.

### Issue(s) to be Decided

Is the Landlord required to make repairs to the unit?

Is the Tenant entitled to the costs claimed?

### Background and Evidence

The tenancy started in either 2012 or 2013. Rent of \$871.00 is paid monthly.

Mice started appearing in the unit in June 2015 and although the Landlord attended the unit in June and again in October 2015 to remove dead mice from the Tenant's traps and to cover holes the Landlord has done nothing since that date and mice returned in December 2015. On December 22, 2015 the Tenant purchased an electronic mouse trap and the mice have not been seen yet however the Tenant is not convinced that the mice will remain out of the unit. The Tenant requests that the Landlord be ordered to bring in a pest control company should the mice return. The Tenant also claims \$41.42 for the electronic trap, along with other traps purchased by the Tenant in the amount of \$36.94 and \$4.95.

On October 15, 2015 the Tenant turned the heat on in the unit however no heat came. The Landlord attended the unit on a couple of occasions since that date to bleed the radiators however this action only resulted in a few hours of heat to the unit each time. The Landlord provided the Tenant with a portable heater and the Tenant has to turn on her oven as well however the heat is insufficient to keep the unit warm in all the rooms. The tenancy agreement provides that the Tenant does not pay for heat. The Tenant provided an electrical bill showing an increase in the costs of electricity to November 25, 2015. The Tenant claims \$26.11 for the increased costs. The Tenant has not yet received the electrical bills for the period following. The Tenant requests that the heat to the unit be repaired.

### Analysis

Section 33 of the Act provides that emergency repairs are repairs that are

- (a) urgent,
- (b) necessary for the health or safety of anyone or for the preservation or use of residential property, and
- (c) made for the purpose of repairing, inter alia, the primary heating system.

Based on the Tenant's undisputed evidence I find that the Tenant is experiencing a need for emergency repairs and that the Landlord has failed to act sufficiently to ensure that the Tenant has sufficient heat to the unit. As a result I order the Landlord to repair the heating system in a manner that results in the provision of heat to the unit by no later than 24 hours after receipt of

this Decision. I also find that the Tenant has incurred costs for heating the unit and that this is not a cost to be borne by the Tenant. I find therefore that the Tenant is entitled to **\$26.11** as claimed for the increased electricity costs. Should the Landlord fail to repair the heat, or fail to pay the increased costs of electricity to the Tenant from November 25, 2015 to the date that the heat is finally repaired in the unit the Tenant has leave to reapply for further compensation.

Section 32 of the Act provides that a landlord must provide and maintain residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law, and having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant. A rodent infestation Based on the Tenant's undisputed evidence that rodents were in the unit, that the Landlord did not correct the problem for a considerable amount of time and considering the Tenant's evidence of costs for the traps, I find that the Tenant has substantiated an entitlement to **\$83.31**. Should the rodents appear again and after being informed of this presence, I order the Landlord to immediately engage a pest company to resolve the infestation. Should the Landlord fail to do so, the Tenant has leave to reapply for compensation. The Tenant may deduct the total entitlement of **\$109.42** from future rent payable.

#### Conclusion

I order the Landlord to repair the heat to the unit within 24 hours of receipt of this Decision.

I grant the Tenant an order under Section 67 of the Act for **\$109.42**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

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 08, 2016

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Residential Tenancy Branch

