



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, PSF

### Introduction

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. A monetary order in the sum of \$120 for insufficient heat during cold spells.
- b. An order that the landlord provide services or facilities required by the tenancy agreement or law.

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the representative of the landlord on February 1, 2016

### Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to a monetary order?
- b. Whether the tenant is entitled to an order that the landlord provide services or facilities required by the tenancy agreement or law?

### Background and Evidence

The tenancy began in May 2012. The present rent is \$691.89 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$337.50 and a pet damage deposit of \$200 at the start of the tenancy.

### Tenant's Evidence:

The tenant seeks a monetary order in the sum of \$120 for compensation for lack of heat during cold spells based on the following:

- The tenant testified he experience a 3 to 4 days cold spell in November 2015, a 3 to 4 day cold spell in December 2015 and a 2 day cold spell in January 2016 in which the heat provided by the landlord was significantly substandard.
- He testified he advised to the landlord orally on 5 to 6 occasion. On one occasion the landlord sent a maintenance person but the maintenance person was not able to fix the problem.
- There was a significant problem with the heat in 2013 and the landlord replaced the boiler system.
- He produced letters from a number of other residents in the rental property confirming the lack of heat in the rental unit.

#### Landlord's Evidence:

The landlord testified as follows:

- The tenant complained only once in early November. The landlord cannot fix a problem if they have not been told of the problem.
- The boilers for the rental property were replaced in 2013.
- If a tenant complains about a lack of heat they are given a heater on a temporary basis.
- The rental property was built in 1970. It contains 90 units many of which have single panes. It is unreasonable to expect that the landlord can heat a building such as this in the same way as a modern building can be heated.
- The landlord has a number of maintenance employees including 2 plumbers as part of their staff and they can respond to blockages in the heating.
- The tenant provided the landlord with a copy of his hydro bill and it does not indicate that there is a significant increase in the use of hydro for the relevant period. .

#### Analysis

After carefully considering all of the evidence I determined the tenant is entitled to compensation in the sum of \$90 for the lack of heat for the following reasons:

- I am satisfied there was a lack of heat in the rental unit during cold spells and this significantly affected the use and enjoyment of the rental property.
- The landlord has an obligation to provide sufficient heat.
- I am satisfied that the tenant advised the landlord of this lack of heat problem in November as a maintenance person was sent. The Building manager testified she was advised by the tenant on one occasion only of the lack of heat. The tenant testified he orally advised the Building Manager and/or another

representative of the landlord on 5 or 6 occasions. The other representative of the landlord did not provide evidence. It would have been better had the tenant advised the landlord in writing and kept a copy. However, I am satisfied the landlord was aware or should have been aware of the limitation of the heating system in the building. This is evidenced by the landlord's practice was to give heaters to tenants on a temporary basis where there is a cold spell.

- I do not accept the submission of the landlord that the compensation given to the tenant for the reduced value of the tenancy should be the additional cost of hydro.
- The evidence of the tenant was there was insufficient heat for between 8 and 10 days. The daily rent is approximately \$23 per day. I determined the tenant is entitled to compensation of \$90 for the relevant time period.

#### Conclusion

**I ordered the landlord(s) to pay to the tenant the sum of \$90 such sum may be deducted from future rent.**

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial 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: March 15, 2016

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Residential Tenancy Branch