



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, PSF, RR

### Introduction

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

- a. A repair order
- b. An order that the landlord provide services, or facilities agreed upon but not provided
- c. An order to recover the cost of the filing fee?

A hearing was conducted by conference call in the presence of the applicant and in the absence of the landlord although duly served. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

The landlord has not provided the tenant with an address for service. However, there is a caretaker in the rental property who acts as agent for the landlord. The tenant has attempted to contact by telephone but the landlord has not returned his phone calls. The landlord has not picked up the rent for March as he customarily does. I ordered that the 3 day period for service of the application be extended to March 20, 2017. I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the landlord by personal service on the caretaker on March 20, 2017. With respect to each of the applicant's claims I find as follows:

### Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order for repairs?
- b. Whether the tenant is entitled to an order that the landlord provide services or facilities agreed upon but not provided?
- c. Whether the tenant is entitled to recover the cost of the filing fee?

### Background and Evidence

The tenancy began on August 1, 2015. The rent is \$825 per month payable in advance on the first day of each month. The tenancy agreement provided that the heat was included in the rent. The tenant(s) paid a security deposit of \$412.50 at the start of the tenancy.

The tenant testified the heat does not work for the last two winters and he has suffered a reduced value of the tenancy. The landlord has given him a space heater but it is not adequate. The tenant gave the landlord a letter dated December 19, 2016 and February 1, 2017 requesting that the landlord repair the heating system but the landlord has failed to make the necessary repairs.

#### Analysis

Based on the evidence presented I determined the furnace system is not working properly and fails to provide adequate heat to the rental unit. I determined the landlord has breached his obligations under the tenancy agreement.

As a result I ordered landlord hire a licenced furnace repair person to inspect the furnace system and complete all repairs necessary to the furnace system so that it can provide adequate heat to the rental unit by June 30, 2017.

The tenant has been successful with this application. I ordered that the landlord pay to the Tenant the sum of \$100 for the cost of the filing fee such sum may be deducted from future rent.

**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: March 23, 2017

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Residential Tenancy Branch