



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding REMI REALTY [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDC, PSF, RR, FF

### Introduction

The tenants apply for monetary relief, a rent reduction and a compliance order because the furnace heating the rental unit has failed.

Both parties attended the hearing, the landlord by its representative Mr. M.Z., and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

### Issue(s) to be Decided

Has the landlord failed to provide heating capability to the rental unit? Do the circumstances warrant a monetary award, rent reduction or compliance order?

### Background and Evidence

The rental unit is a three bedroom townhouse. The tenancy started on December 8, 2016 for a fixed term to December 7, 2017. The monthly rent is \$1650.00, due on the first of each month. The landlord holds an \$875.00 security deposit.

The rental unit comes with central heating from a gas furnace. The tenant pays the cost of gas and of electricity consumed.

Mr. D.T., who has lived with the tenant since the start of the tenancy, testifies that on February 6, 2017 the couple smelled gas. The gas company and the landlord were

notified. The landlord sent a furnace man to investigate. High concentrations of carbon monoxide were detected during operation of the furnace.

The furnace man shut off the gas and electricity to the furnace to prevent carbon monoxide poisoning. The furnace man reported that a new furnace was needed.

The furnace has not operated since. The tenant and Mr. D.T. were given two portable electric heaters as a replacement. The heaters, together are only sufficient to heat one room. Plugging two heaters into outlets in the same room cause the electrical breaker to throw.

The tenant and Mr. D.T. are heating one room, a bedroom, with the two heaters, running an extension cord from an outlet in a different room.

Mr. D.T. says they are generally confining their living to the heated bedroom. He says he works from home and that since the furnace failure in February it has been a significant inconvenience.

He is also concerned that the cost to operate the electrical heaters is well in excess of the cost of heating by gas. He offers no corroboration for this view.

The tenant says that she has been in touch with the landlord about replacing the furnace but without success. Workmen have attended at the premises to quote on the heating job but nothing has been done.

Mr. M.Z. for the landlord does not dispute the evidence presented by Mr. D.T. and the tenant.

He says that the landlord was quoted a cost of \$10,000.00 to replace the furnace and that it was too much money. He says the landlord obtained a quote to install baseboard heat but it was over \$17,000.00.

His position is that the landlord has tried to fix the problem.

### Analysis

The provision of a method to heat the rental unit was obviously a central condition of this tenancy, as it is with most all residential tenancies.

Additionally, this rental unit came with the luxury of central heating. That is a facility that inherently formed part of the tenancy.

The landlord's failure to fix or replace the gas furnace during seven weeks of winter is a major breach of the tenancy agreement.

As shown by the undisputed evidence of Mr. D.T. and the tenant, the provision of two portable electric heaters is far below what a reasonable temporary measure would be.

In the circumstances of this case, lacking evidence about repair alternatives, I decline to make any particular compliance order. However, I award the tenant the amount of \$800.00 for the lack of a furnace during the latter portion of the month of February 2017 and \$1200.00 for the lack of a furnace for the month of March 2017.

I direct that the tenant's rent be reduced in the following amounts for the following months until the first of the month following receipt by the tenant of written certification by a person qualified in the area of plumbing and heating that the central heating for the rental unit is functioning properly.

- \$1000.00 for the month of April 2017
- \$800.00 for the month of May 2017
- \$500.00 for the month of June 2017
- \$200.00 for each of the months of July and August 2017
- \$500.00 for each of the months of September and October 2017, and
- \$1200.00 for each of the months of November and December 2017 (or part thereof on a pro-rated basis).

The tenant will have a monetary award of \$2000.00 plus recovery of the \$100.00 filing fee for this application. There will be a monetary order against the landlord in the amount of \$2100.00.

The tenant is free to apply any amount outstanding under this monetary award against rent as it comes due.

Either party may re-apply for directions if circumstances require it.

The parties are free to negotiate an agreement different from this decision.

Conclusion

The tenant's application is allowed. She will have a monetary order against the landlord in the amount of \$2100.00 and a rent reduction in the terms outline above.

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 29, 2017

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Residential Tenancy Branch