



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding WILSON RENTALS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes RR, FFT

Introduction

This decision pertains to the Tenants' application for dispute resolution made on April 24, 2018, under the *Residential Tenancy Act* (the "Act"). The Tenants seek an order to reduce the rent for repairs, services or facilities agreed upon but not provided, and, for a monetary order for recovery of the filing fee.

The Tenant C.V. (the "Tenant") appeared on behalf of both Tenants, the Landlord's agent (the "Landlord") appeared on behalf of the Landlord, and both parties were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

The Tenant testified that they served the Landlord with the Notice of Dispute Resolution Proceeding package (the "Notice") by registered mail on April 27, 2018. I am satisfied that the Tenants served the Notice pursuant to section 89 (1) (c) of the Act.

While I have reviewed all oral and documentary evidence submitted, only relevant evidence pertaining to the issues of this application is considered in my decision.

Issues to be Decided

1. Are the Tenants entitled to an order to reduce the rent for repairs, services or facilities agreed upon but not provided?
2. Are the Tenants entitled to a monetary order for recovery of the filing fee?

Background and Evidence

The Tenant testified that they live in a multi-unit apartment building which is heated by a central boiler, with their rental unit having a radiator in each room. The building was built in the 1970s and the rental units have single-pane windows.

On April 4, 2018, the boiler shut down and remained out of service until April 17, 2018. The Tenants contacted the Landlord informing them that the heat was off, and followed up with the Landlord several times by text message and in-person. The Tenants submitted into evidence copies of the text messages spanning the two weeks.

The Tenant testified that they keep the temperature in the rental unit at 19°C or 20°C. The temperature dropped to 10°C while the boiler was out of service. The Tenant further testified that it was a particularly rainy month and that the rental unit was quite damp without heat.

To alleviate their situation, the Tenants turned on the oven “on one occasion” and opened the oven door, which provided some warmth into the adjacent living room. The Tenant also borrowed a space heater from work and placed it in the bedroom. The Tenant testified that the rental unit is about 1000 ft² and that the oven and space heater provided only minimal warmth.

I asked the Tenant what they usually pay for electricity. The Tenant testified that the bill is approximately \$25.00 a month, but that it doubled to \$50.00 for April 2018.

The Tenants seek a reduction in rent in the amount of \$1,450.00 (equal to one month’s rent) as compensation for the loss of heat during the two weeks. Heat is included in the written tenancy agreement, and the Landlord confirmed this.

The Landlord testified that they agreed with the Tenant’s submissions regarding the boiler, adding that during routine maintenance, one of the boiler’s burners was completely disintegrated. The burner needed to be special ordered and that it took quite a while get the part, install it, and get the boiler back into operation. The Landlord agreed that the Tenants should be compensated, but not for the amount claimed.

Analysis

Section 65 (1) (f) of the Act permits me to make an order that “past or future rent must be reduced by an amount that is equivalent to a reduction in the value of a tenancy

agreement” when a landlord “has not complied with the Act, the regulations or a tenancy agreement.”

The tenancy agreement includes heat. The Landlord failed to provide heat. The only matter to be determined, then, is the *value* of the 14-day loss of heat.

The full monetary value of a tenancy agreement is the amount of rent paid by a tenant to the landlord in exchange for exclusive use of a rental unit, along with all services and facilities included in the rent. If, for example, a landlord removed a tenant’s access to, and use of, the rental unit and all included services and facilities for an entire month (including a situation where a landlord refuses to make necessary repairs), then the value of that loss might be a full month’s rent. However, if a service or facility is only temporarily restricted, or if repairs eventually took place, then the amount reduced would only be a portion of the full value of a tenancy agreement.

In this case, while two weeks without heat was undoubtedly a cold, damp, and uncomfortable experience for the Tenants, they were able to continue to reside in the rental unit. Heat, while included in the rent, comprised but one of many components of the tenancy. Therefore, even if heat had been cut off for a full month, the value of this loss would not be equal to a full month’s rent. Here, the Tenants are entitled to a rent reduction, but not for the amount claimed.

It is up to the party claiming for compensation to prove that such a loss occurred, and here, I find the Tenants have not shown this loss was the equivalent to an entire month of rent. Further, I find that the Landlord acted in a reasonably quick manner to address the problem. Nevertheless, I find the Tenants did suffer a loss and will award a nominal amount.

I find that the Tenants are entitled to compensation in the amount of \$25.00 for the increased electricity bill, and nominal compensation in the amount of \$200.00 for the Landlord's failure to provide heat, as required by the tenancy agreement, for a total of \$225.00.

I further find that the Tenants are entitled to recovery of the filing fee of \$100.00.

I hereby order that rent for July 2018 must be reduced by \$325.00 as compensation for repairs, services or facilities agreed upon but not provided, and for recovery of the filing fee. Therefore, the Tenants’ rent for July 2018 will be \$1,125.00.

Conclusion

I order that rent for July 2018 must be reduced by \$325.00 as compensation for repairs, services or facilities agreed upon but not provided, and for recovery of the filing fee.

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: May 31, 2018

Residential Tenancy Branch