



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding GRAMPIAN INVESTMENTS LTD c/o DPM RENTAL MGMT LTD and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, OLC, FFT

Introduction

On July 3, 2019, the Tenants submitted an Application for Dispute Resolution under the *Residential Tenancy Act* ("the Act") seeking an order for the Landlord to comply with the Act, Regulation or tenancy agreement and for a monetary order for money owed or compensation for damage or loss.

The matter was set for a conference call hearing. Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence, orally and in written and documentary form, and make submissions to me. The parties testified that they exchanged the documentary evidence that I have before me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Are the Tenants entitled to an order requiring the Landlord to comply with the Act, Regulation or tenancy agreement
- Are the Tenants entitled to compensation for money owed or damage or loss?

Background and Evidence

The Landlord and Tenant both testified that the tenancy began on May 7, 2018 as a one year fixed term tenancy that has continued thereafter on a month to month basis. Rent in the amount of \$1585.00 is to be paid to the Landlord by the first day of each month. The Tenants paid the Landlord a security deposit of \$775.00.

The Tenants are seeking to recover the amount of \$288.75 that they paid the Landlord for the cost of an electrician.

The Tenants testified that in May 2019 they noticed an intermittent flickering of the lights in a kitchen track lightening fixture. The tenants testified that when the bulbs went out, they replaced the bulbs, and after a couple of hours the replacement bulbs went out. The Tenants suspected a problem with the electrical system and reported the problem to the Landlord.

On May 24, 2019, the Landlord sent an electrical apprentice to inspect the problem. The tenant testified that the electrician did not remove the fixture, but did inspect the light socket. The Tenant testified that the electrician indicated that the bulbs the Tenants were using were not the correct ones. The electrician left for a short period and returned with replacement light bulbs. The Tenant testified that the electrician replaced five bulbs.

The Tenants testified that the problem with the light fixture recurred on June 4, 2019 and they notified the Landlord. On June 13, 2019 an electrician attended and inspected the fixture and took down the track lighting connector.

The Tenants testified that the Landlords demanded that the Tenants pay for the electrical service call of May 24, 2019. The Tenants testified that they did not agree to pay the service call cost. The tenants testified that the Landlord proposed that the cost be shared, but the Tenants did not agree. The Tenants do not feel they have an obligation to pay for the electrical visit but they paid the Landlord \$288.75 and then applied for dispute resolution.

The Landlord testified that on May 24, the electrician determined that the problem was a light bulb issue; therefore the service cost for the electrician is to be paid by the Tenants. The Landlord submitted that they don't know whether improper light bulbs

used by the Tenants contributed to the problem. The Landlord provided a copy of the invoice for the May 24 service call in the amount of \$288.75.

The Landlord testified that with regard to the visit on June 13, 2019, the electrician determined that a connection on the track lighting was causing the intermittent issue. The Landlord agreed to pay for the June 13, 2019, service call.

The Landlord testified that the Tenants paid for the service call and mentioned that they would be taking further action.

The Tenants testified that the light bulbs that they used in May 2019 worked fine.

Analysis

Section 32 of the Act provides that a Landlord must provide and maintain residential property in a state of decoration and repair that:

- (a) complies with the health, safety and housing standards required by law, and
- (b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

Residential Tenancy Branch Policy Guideline #1 Landlord & Tenant – Responsibility for Residential Premises provides the following information:

A Tenant is generally required to pay for repairs where damages are caused, either deliberately or as a result of neglect, by the Tenant or his or her guest.

The Landlord is responsible for:

- making sure all light bulbs and fuses are working when the tenant moves in.

- replacing light bulbs in hallways and other common areas like laundry and recreational rooms; and

- repairing light fixtures in hallways and other common areas like laundry and recreational rooms.

The Tenant is responsible for:

- Replacing light bulbs in his or her premises during the tenancy,

- Replacing standard fuses in their unit (e.g. stove), unless caused by a problem with the stove or electrical system, and

Making sure all fuses are working when he or she moves out, except when there is a problem with the electrical system.

Based on the above, the testimony and evidence of the Landlord and Tenants, and on a balance of probabilities, I find as follows:

The Tenants properly reported a suspected problem with the kitchen light fixture or electrical system. The electrician attended and replaced five light bulbs with the correct type of bulbs. The problem with the light fixture persisted and after a subsequent visit by another electrician the problem was determined to be a track lighting connection issue. I do not accept the Landlord's position that the problem was caused by the Tenants using improper light bulbs. The bulbs were changed by the Landlord's electrician and the problem persisted. I find that it is more likely than not that the issue with the light fixture was caused by a faulty connection. I find that the Landlord is responsible for the repair of light fixtures.

I find that the Tenants are not responsible to pay for the \$288.75 cost of the service call on May 24, 2019.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. The Tenants were successful with their application. I order the Landlord to pay the amount of \$100.00 for the cost of the filing fee.

I authorize the Tenants to withhold the amount of \$388.75 from one (1) future rent payment.

Conclusion

The Tenants' Application to recover money owed from the Landlord is successful.

I find that the Landlord is responsible for the repair of light fixtures in the unit and I find that the Tenants are not responsible to pay for the \$288.75 cost of the electrical service call on May 24, 2019.

I order the Landlord to pay the cost of the \$100.00 filing fee and I authorize the Tenants to withhold the amount of \$388.75 from one (1) future rent payment.

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: August 21, 2019

Residential Tenancy Branch