



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ROYAL LEPAGE
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ERP, FFT

Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* ("Act") for:

- an order requiring the landlords to complete emergency repairs to the rental unit, pursuant to section 33; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlords' agent ("landlord") and the two tenants attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. This hearing lasted approximately 56 minutes.

The landlord confirmed that he was the property manager for the landlord company named in this application and that he had permission to represent it and the owner of the unit, also named in this application (collectively "landlords"). The landlords called two witnesses, "witness GB" and "witness VL," who were excluded from the outset of the hearing and called back in later. Both parties had equal opportunities to question both witnesses.

The landlord confirmed receipt of the tenants' application for dispute resolution hearing package and the tenants confirmed receipt of the landlords' evidence package. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlords were duly served with the tenants' application and the tenants were duly served with the landlords' evidence package. The tenants' application was filed on November 16, 2019 as an expedited hearing.

Issues

Are the tenants entitled to an order requiring the landlords to complete emergency repairs to the rental unit?

Are the tenants entitled to recover the filing fee for this application from the landlords?

Background and Evidence

Both parties agreed to the following facts. This tenancy began on October 1, 2019. Monthly rent in the amount of \$1,700.00 is payable on the first day of each month. The tenants received an \$850.00 rent reduction for October 2019 rent. A security deposit of \$850.00 was paid by the tenants and the landlords continue to retain this deposit. A written tenancy agreement was signed by both parties. The tenants continue to reside in the rental unit.

The tenants seek an order for the landlords to change the electrical panel at the rental unit. They claimed that they needed it done right away because they said they did not have heat since October 1, 2019. They maintained that they had been using space heaters and are now using the wood stove in the basement since the end of November 2019.

The landlord agreed to change the electrical panel by December 31, 2019, as per the provincial safety authority extension deadline. Witness VL testified that he is the landlords' hired licensed electrician who will be installing the new electrical panel on the week after this hearing, which is an upgrade from 60 amps to 100 amps. He confirmed that the provincial safety authority provided him until December 31, 2019, to complete the above work, as he also has to complete a safety deficiency list. He also explained that the ductless heating units being installed by the landlords inside the rental unit will not have an amp change but will be able to replace the existing load.

The tenants seek an order for the landlords to replace the basement oil furnace. They claimed that it is too old and unable to heat the entire house. They maintained that the landlords installed a wood stove without a permit so they had to wait for an inspection before they could use it. They claimed that the wood stove is too small to heat the entire house, as it only heats 500 square feet, when the house is 1,800 square feet.

The landlord claimed that the oil furnace in the basement is old but is no threat to the tenants' tenancy and there is asbestos tape around it to make it safer. He confirmed that the landlords were installing a ductless heating system in the living room and another heating system in the roof and attic to provide heat to each bedroom and hallway in the rental unit. The landlord and witness GB stated that the wood stove was installed for the tenants on an urgent basis, to heat the entire home. Both the landlord and witness GB maintained that the wood stove has a permit and the tenants could have used it right away.

Witness GB testified that he is a certified wood energy technician and inspector for 27 years and he installed the wood stove in the basement furnace room for the landlords. He maintained that it was sufficient to heat the entire house of 1,800 square feet. He explained that the heat rises to the upper floor, while also heating the basement. He claimed that the wood stove installed could heat from 1,000 to 2,200 square feet, according to the brochure that he had in front of him during the hearing. He disputed the tenants' assertion that the wood stove could only heat 500 square feet according to their manual that they had in front of them during the hearing, which witness GB did not.

Analysis

I order the landlords to change the electrical panel at the rental unit by December 31, 2019. I find this to be a reasonable deadline and I accept the landlord and witness VL's evidence that the provincial safety authority provided them the above deadline. I order the tenants to give access for this repair to the landlords and any certified, licensed contractors, provided that the landlords give at least 24 hours' written notice to the tenants first.

I dismiss the tenants' application for the landlords to replace the basement oil furnace. I accept the landlord's testimony that the current oil furnace is old but is no threat to the tenants' tenancy. The tenants did not make an issue of environmental concerns during the hearing, nor did they take issue with the asbestos tape.

I accept the landlord's and witness VL's testimony that the landlord is installing two heating systems in the rental unit to replace the existing load and to heat the entire home. I also accept witness GB's testimony that the wood stove is sufficient to heat the entire home, as he performed the installation.

Both witness GB and witness VL are experts in their respective fields and the tenants are not. The tenants based their evidence about the wood stove on a manual, which I find they have insufficient qualifications to interpret. The tenants also based their submissions on their own opinions and desires for what they feel would be sufficient to heat their home. I prefer the opinions and evidence of the landlords' witnesses, who are qualified in their own fields and have practiced in their fields for a number of years.

As the tenants were mainly unsuccessful in this application, I decline to award the \$100.00 application filing fee to them.

Conclusion

I order the landlords to change the electrical panel at the rental unit by December 31, 2019. I order the tenants to give access for this repair to the landlords and any certified, licensed contractors, provided that the landlords give at least 24 hours' written notice to the tenants first.

The remainder of the tenants' application is dismissed without leave to reapply.

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: December 03, 2019

Residential Tenancy Branch