



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding McEown & Associates  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ERP, FFT

### Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order for emergency repairs - Section 32; and
2. An Order to recover the filing fee for this application - Section 72.

The Landlords did not attend the hearing. I accept the Tenant’s evidence that each Landlord was served with the application for dispute resolution, notice of hearing and evidence (the “Materials”) by registered mail on August 25, 2020 in accordance with Section 89 of the Act. Section 90 of the Act provides that a document served in accordance with section 89 of the Act is deemed to be received if given or served by mail, on the 5th day after it is mailed. Given the evidence of registered mail I find that the Landlords are deemed to have received the Materials on August 30, 2020. The Tenant was given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Tenant entitled to an order for repairs?

Is the Tenant entitled to recovery of the filing fee?

Background and Evidence

The tenancy under written agreement started on June 1, 2020. The Landlord incorrectly set out the Tenant's last name on the tenancy agreement and the correct last name is that as written on the cover page of this decision. Rent of \$800.00 is payable on the first day of each month. No security deposit was collected. The rental unit is owned by the first named Landlord and is in receivership with the property managed by the second named Landlord.

The Tenant was provided with a large propane tank at the onset of the tenancy with the Tenant required to pay for the costs of the propane used. The Tenant is unable to fill the propane tank as it is too old. The Tenant was informed by a furnace inspector that this tank required replacement. The furnace inspector also informed the Landlord in the presence of the Tenant that it required replacement. The Landlord informed the Tenant that the Tenant was responsible for getting a new tank. The Landlord provided two small tanks placed one on top of the other for propane to the cook stove. The Tenant was informed by the furnace inspector that this was highly dangerous and should be removed. During the first month of the tenancy the Tenant sent several messages to the Landlord asking for repairs to the tanks however the Landlord has not made the repairs and informed that Tenant that the Tenant was responsible. The Tenant paid for the repair of the thermostat and no longer needs this addressed however the Tenant would like to be compensated for this cost.

The rental unit has two locations for a smoke detector however both were not in place. The Landlord was informed that the smoke detectors require replacement. The Landlord failed to install new smoke detectors. The Tenant is concerned for its safety and seeks an order for repairs in relation to the propane tank and smoke detectors for as soon as possible and no later than 7 days after the Landlord's receipt of this decision.

### 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.

Given the undisputed evidence that the unit was provided with both a large and two small propane tanks, I consider that the Landlord is required to provide the delivery system for the cooking stove in order for the unit to be suitable for living accommodation. Given the undisputed evidence that the provision of two small tanks were for the provision of propane to the cook stove and the undisputed evidence that these are highly dangerous, I find that these items require removal as soon as possible with the cook stove to be serviced by the large propane tank. Given the undisputed evidence of missing smoke detectors and considering that the lack of smoke detectors place the Tenant at risk of injury or harm, I find that these require replacement as soon as possible. For these reasons and as the Landlord has been informed of these deficiencies, I find that the Tenant is entitled to an order for repairs.

I therefore **Order** the Landlords to, no later than 7 days after receipt of this decision:

- Replace the large propane tank and remove the two small propane tanks; and
- Ensure that the two smoke detectors are installed and in working condition.

Should the Landlord fail to act as ordered the Tenant has leave to reapply for compensation. As the Tenant did not seek any compensation in relation to the costs for the replacement of the thermostat, the Tenant remains at liberty to make an application for dispute resolution to claim compensation for this cost. I encourage the Parties to resolve this claim without the Tenant having to make another application. As the Tenant has been successful with its claim for repairs, I find that the Tenant is entitled to recovery of the **\$100.00** filing fee and the Tenant may deduct this amount from future rent payable in full satisfaction of this claim.

Conclusion

The Landlord is ordered to make repairs as set out and highlighted above.

I grant the Tenant an order under Section 67 of the Act for **\$100.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: September 29, 2020

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Residential Tenancy Branch