



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

PSF

### **Introduction:**

This hearing was convened in response to an Application for Dispute Resolution filed by the Tenant in which the Tenant applied for an Order requiring the Landlord to provide services or facilities.

The Tenant stated that the Dispute Resolution Package and evidence the Tenant submitted with the Application were served to the Landlord, via registered mail. The Agent for the Landlord acknowledged receipt of these documents and the evidence was accepted as evidence for these proceedings.

On October 20, 2020 the Landlord submitted 1 page of evidence to the Residential Tenancy Branch. The Agent for the Landlord stated that she was unaware of this evidence and she does not know if this evidence was served to the Tenant. The Tenant acknowledged receipt of this evidence and it was accepted as evidence for these proceedings.

The participants were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each participant affirmed that they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

### **Issue(s) to be Decided:**

Is there a need to issue an Order requiring the Landlord to provide services or facilities?

Background and Evidence:

The Landlord and the Tenant agree that this tenancy began in 2016.

The Tenant stated that:

- The rental unit is equipped with hot water heating, which is currently not working;
- She verbally reported the problem with the heat to the Landlord on many occasions;
- On August 27, 2020 she reported the problem to the current property management company, in writing;
- The heat in her unit is still not functioning properly;
- She is currently heating her rental unit with space heaters, which she owns;
- The Landlord has never provided her with space heaters;
- Her request for an Order requiring the Landlord to repair the stove and the front door lock is no longer required, as those issues have been resolved;
- The ceiling in the hallway outside her rental unit leaks whenever it rains;
- She has verbally reported the leak to the Landlord on many occasions, although she does not recall the dates of those repairs;
- She did not report the leak in the written report she provided to the current property management on August 27, 2020, as the issue is not particularly important to her;
- There has never been an on-site manager at the residential complex during her tenancy, although she believes one is necessary to deal with issues at the complex;
- The Landlord recently installed new balconies at the residential complex, the underside of which are not covered; and
- The Landlord has not posted an emergency number in the residential complex.

The Agent for the Landlord stated that:

- Her management company began managing the residential complex on February 1, 2020;
- Her management company was not aware of a problem with the heat until they received the Tenant's written report, dated August 27, 2020;
- They began investigating the problem with the heat in mid-September of 2020;
- A variety of repairs have been made but the system will not be fully functional until a radiator on the 4<sup>th</sup> floor is repaired;
- The Landlord anticipates the system will be fully functional by the end of this week;
- The Tenant was provided with a space heater on November 06, 2020 and a second space heater on November 10, 2020;
- The management company is not aware of a leak in the hallway outside the rental unit;
- The underside of all of the balconies are "open";

- The Landlord has no plans to enclose the underside of the balconies with soffits or any other material;
- In the event the construction of the underside of the balconies provide access to pests, the Landlord will take steps to resolve that issue; and
- An emergency number for the Landlord is posted in the lobby near the front door.

Analysis:

Section 27(1) of the *Residential Tenancy Act (Act)* stipulates that a landlord must not terminate or restrict a service or facility if the service or facility is essential to the tenant's use of the rental unit as living accommodation, or providing the service or facility is a material term of the tenancy agreement. I find it reasonable to conclude that providing an adequate heat source is a service that is service or facility that is essential for using the unit as living accommodations and, as such, that the Landlord does not have the right to terminate or restrict this service.

Section 32(1) of the *Act* stipulates that a landlord must provide and maintain residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law, and having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant. I find it reasonable to conclude that section 32(1) of the *Act* requires a landlord to ensure the heat source in a rental unit is functioning properly.

I therefore Order the Landlord to take all necessary steps to repair the hot water heating system in this rental unit by November 16, 2020. In the event the system is not repaired by November 16, 2020, I Order the Landlord to provide the Tenant with two space heaters by November 17, 2020. These space heaters are to be provided in addition to any space heaters previously provided by the Landlord, as there is no evidence to corroborate the Agent for the Landlord's testimony these have been provided.

As the Tenant stated the issue with the front door lock and her stove have been resolved, I find there is no need to issue an Order requiring the Landlord to make those repairs.

I find it reasonable to conclude that section 32(1) of the *Act* requires a landlord to ensure water is not leaking into the interior or the residential complex. I therefore Order the Landlord to inspect the hallway outside of the rental unit and to repair any leaks discovered, as soon as is reasonably possible.

On the basis of the undisputed evidence that there has never been an on-site manager at the residential complex, I find that section 27 of the *Act* does not require that the Landlord to provide one. I therefore will not be issuing an Order requiring the Landlord to provide an on-site manager.

I find that the Tenant has submitted no evidence to establish that sections 27 or 32(1) of the *Act* require the Landlord to provide a covering on the underside of the balconies. I therefore will not be issuing an Order requiring the Landlord to cover the underside of the Tenant's balcony.

I find that the Tenant has submitted no evidence to corroborate her testimony that an emergency number for the Landlord is not posted in the residential complex or that refutes the Agent for the Landlord's testimony that one is posted in the front lobby of the complex. I therefore will not be issuing an Order requiring the Landlord to post an emergency number.

Conclusion:

The Landlord is required to comply with my Order requiring them to repair the heating system and investigate/repair a leak in the complex.

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: November 10, 2020

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Residential Tenancy Branch