



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CASA RENTAL MANAGEMENT  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes:**

ERP, FFT

### **Introduction:**

This hearing was convened in response to an Application for Dispute Resolution filed by the Tenants, in which the Tenants applied for an Order requiring the Landlord to make emergency repairs and to recover the fee for filing this Application for Dispute Resolution.

The male Tenant stated that on July 29, 2021 the Dispute Resolution Package and evidence the Tenants submitted to the Residential Tenancy Branch in June and July of 2021 were sent to the Landlord, via email, and they were delivered to the Landlord's business address on the same date.

The Agent for the Landlord stated that she received the Dispute Resolution Package, by email, July 22, 2021. She stated that she did not receive any evidence with the email sent on July 22, 2021. She stated that she did not receive any documents submitted to the Landlord's business address.

The Tenants submitted evidence to show that they forwarded hearing documents, which were emailed to the Tenants by the Residential Tenancy Branch, to the Landlord on July 22, 2021, There is nothing in that email that convinces me the Tenants served the Landlord with evidence on July 22, 2021.

As the Landlord does not acknowledge receiving the evidence that the Tenants submitted to the Residential Tenancy Branch in June and July of 2021 and the Tenants have submitted insufficient evidence to establish it was served, I do not accept that evidence as evidence for these proceedings.

On August 03, 2021 the Tenants submitted additional evidence to the Residential Tenancy Branch. The Tenant stated that this evidence was emailed to the Agent for the Landlord and was delivered to the Landlord's business address. The Agent for the Landlord stated that this evidence was not received. In the absence of evidence to corroborate the testimony that it was served to the Landlord or to refute the testimony that it was not received, this evidence was not accepted as evidence for these proceedings.

On August 10, 2021 the Landlord submitted evidence to the Residential Tenancy Branch. The Agent for the Landlord stated that this evidence was emailed to the Tenant on August 15, 2021. As this evidence was not served in accordance with the timelines established by the Residential Tenancy Branch Rules of Procedure, it was not accepted as evidence for these proceedings.

At the conclusion of the hearing each party was asked if they needed an adjournment for the purposes of re-serving their evidence package to the other party. Each party declined the opportunity to request an adjournment.

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.

The participants were advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. Each participant affirmed they would not record any portion of these proceedings.

Preliminary Matter:

At the hearing the male Tenant stated that the Tenants would like compensation for purchasing a portable air conditioner and to a rent reduction for the on-going issues with the heat pump.

The parties were advised that the Tenants have not applied for a monetary Order and, as such, one cannot be awarded at these proceedings.

The parties were advised that the Tenants have the right to file an Application for Dispute Resolution in which they seek financial compensation for the on-going issues with the heat pump in the event the parties are unable to settle this issue on their own.

Issue(s) to be Decided:

Is there a need to issue an Order requiring the Landlord to repair the heat pump? deposit?

Background and Evidence:

The Agent for the Landlord and the Tenant agree that:

- Since the tenancy began there have been on-going issues with the heat pump, which provides heating and cooling to the rental unit;
- The Landlord has made various attempts to repair the heat pump, but the heat pump continues to fail; and
- The heat pump is currently not working.

The Agent for the Landlord stated that sometime in June of 2020 the owner of the rental unit determined that the heat pump should be replaced; a replacement heat pump has been ordered; and the company replacing the heat pump recently informed the Agent for the Landlord that the new heat pump should be installed by next week.

Analysis:

Section 32(1) of the *Residential Tenancy Act (Act)* requires a landlord to 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 the Landlord to maintain the heat pump in good working order.

On the basis of the undisputed evidence, I find that the Landlord is in the process of replacing the heat pump. I therefore Order the Landlord to continue with those efforts to replace the heat pump and to replace the heat pump as soon as is reasonably possible.

Given the on-going problems with the heat pump and the delays in resolving the problem, I find it was reasonable for the Tenants to file this Application for Dispute

Resolution. I therefore find that Tenants are entitled to recover the fee for filing this Application for Dispute Resolution.

Conclusion:

I Order the Landlord to continue with the efforts to replace the heat pump and to replace the heat pump as soon as is reasonably possible.

The Tenants have established a monetary claim of \$100.00 as compensation for the cost of filing this Application for Dispute Resolution and I am issuing a monetary Order in that amount. In the event that the Landlord does not voluntarily comply with this Order, it may be filed with the Province of British Columbia 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 *Residential Tenancy Act*.

Dated: August 17, 2021

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Residential Tenancy Branch