



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PACIFIC QUORUM PROPERTIES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OLC, MNDCT, RP, RR

Introduction

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

- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- an order to the landlord to make repairs to the rental unit pursuant to section 32;
- an order to allow the tenant(s) to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65.

Both parties attended the hearing via conference call and provided affirmed testimony.

Both parties were advised that the conference call hearing was scheduled for 60 minutes and pursuant to the Rules of Procedure, Rule 6.11 Recordings Prohibited that recording of this call is prohibited.

Both parties confirmed the tenant served the landlord with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail. Both parties also confirmed the landlord served the tenant with their submitted documentary evidence in person on July 26, 2021. Neither party raised any service issues. I accept the undisputed affirmed evidence of both parties and find that both parties have been sufficiently served as per section 71 of the Act.

During the hearing discussions took place regarding the tenant's request for repairs and the request to reduce rent for repairs. Both parties agreed as the landlord will be receiving a third estimate to complete repairs to the building heating system one week

after the hearing date from a contractor that the tenant agrees that the landlord will provide to the tenant on October 1, 2021 a portable space heater if the landlord is unable to complete the heating repairs by September 15, 2021. The tenant also agrees that as the repair of the building heat may be completed by September 2021 that his request for a reduction in rent for the heating repairs may be withdrawn at this time. Both parties were advised that if the repairs were not completed the tenant had leave to file a new application for this claim. As such, no further action is required at this time.

The tenant also clarified that his request for the landlord to comply was cancelled as this was a duplicate of his request for repairs.

Issue(s) to be Decided

Is the tenant entitled to a monetary order for compensation?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on August 1, 2017 on a month-to-month basis as per the submitted copy of the signed tenancy agreement dated August 1, 2017. The monthly rent is \$1,200.00 payable on the 1st day of each month. A security deposit of \$600.00 was paid on August 1, 2017.

The tenant seeks a monetary claim of \$5,000.00 as compensation for having no heat since August 2017. The tenant stated that the claim is for \$100.00 per month since August 2017 for a 4 year period for having no heat. The tenant stated that this is based upon \$80.00 per month in heating costs and an additional \$20.00 per month for the cost of medications for being sick during the winter months. The tenant did not provide any hearing cost bills/invoices or any other supporting evidence of the losses. The tenant stated that the landlord was notified of his heating issues in August 2017 and subsequently throughout the last 4 years of tenancy.

The landlord disputes the tenant's claim stating that the tenant has failed to provide any supporting evidence of the claim and has not provided a basis for the monetary amounts. The landlord stated that he is not in receipt of any repair notifications from the tenant and that the current landlord took over management in July 2019. The landlord stated that since July 2019 the landlord has not received any repair requests from the

tenant. The landlord stated that the landlord became aware of a heating issue through other tenants in August of 2020. The landlord stated that a contractor was called and 1 out of the two boilers was repaired. The landlord stated that subsequently the second boiler had to be repaired and a third issue was determined. The landlord stated that they are waiting for a third contractor's estimate to complete repairs that they will receive approximately 1 week after the scheduled dispute hearing. The landlord stated that the first two estimates received were very different and as such this triggered a need to have a third estimate done. The landlord stated that all 3 contractors determined that the "heating mains" needed to be repaired/replaced. The landlord stated that as a result repairs have proceeded slowly.

Analysis and Conclusion

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.

In this claim, I find on a balance of probabilities that the tenant has failed to provide sufficient evidence to establish the claim as filed. Despite the tenant stating that he pays all his own heating costs, the tenant was unable to provide any evidence in support of his monthly heating costs. The tenant stated that the heating bill account was in his father's name but was unable to explain why he was not able to obtain them. The tenant has also stated that the remaining \$200.00 in compensation was for the cost of medications yet did not provide any supporting evidence of these costs or a Doctor's Diagnosis confirming the tenant's need for medication. The tenant has stated that he has been without heat since August 2017 (the very beginning of the tenancy) yet is unable to provide any supporting evidence of the previous landlord's agent or the current landlords being notified of the ongoing heating issue. As such, this portion of the tenant's claim is dismissed.

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 06, 2021