



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Q-14 HOLDINGS LTD. and [tenant
name suppressed to protect privacy]

DECISION

Dispute Codes OLC RP RR FFT

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking remedy under the *Residential Tenancy Act* (Act) for regular repairs to the unit, site or property, for an order directing the landlord to comply with the Act, regulation or tenancy agreement, for a rent reduction/loss of quiet enjoyment in the amount of \$1048.00 and for the recovery of the cost of the filing fee.

The tenant, an agent for the landlord, CD (agent) and a caretaker for the landlord, RB (caretaker) attended the teleconference hearing and gave affirmed testimony. During the hearing the parties were given the opportunity to provide their evidence orally. A summary of the testimony is provided below and includes only that which is relevant to this decision. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Preliminary and Procedural Matters

The parties were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) Rule 6.11. The parties were also informed that if any recording devices were being used, they were directed to immediately cease the recording of the hearing. In addition, the parties were informed that if any recording was surreptitiously made and used for any purpose, they will be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation under the Act. Neither party had any questions about my direction pursuant to RTB Rule 6.11.

In addition, the parties confirmed their respective email addresses at the outset of the hearing and stated that they understood that the decision would be emailed to them.

Rule 2.3 of the RTB Rules authorizes me to dismiss unrelated disputes contained in a single application. In this circumstance the tenant indicated several matters of dispute on the application, the most urgent of which is the application for regular repairs and for the filing fee. I find that not all the claims on the application are sufficiently related to be determined during this proceeding. I will, therefore, only consider the tenant's request for regular repairs the tenant's application to recover the cost of the filing fee at this proceeding. The tenant's application for a monetary claim for loss of quiet enjoyment is **dismissed, with leave to re-apply.**

Issues to be Decided

- Should the landlord be ordered to make repairs to the unit, site or property?
- If yes, is the tenant entitled to a one-time rent reduction for the filing fee?

Background and Evidence

The tenancy agreement was submitted in evidence. A month-to-month tenancy began on September 1, 2017. Monthly rent was and remains \$930.00 per month and is due on the first day of each month.

The tenant has requested the following 3 items:

1. Air duct cleaning
2. Turning off heat in the hallways during a heatwave
3. Not communicating about repairs with tenant

Regarding item 1, the tenant presented several photos of vent covers on the first and second floor of the rental building that appear to be dirty. One of the vent covers also contained leaves. The tenant stated that those vent covers are bringing outside air into the building and the agent did not dispute this information. The tenant also stated that there was very little air flow coming out of both vents.

HVAC standards were presented during the hearing, which list the air handling unit to be cleaned each year, supply duct every 2 years, and the return duct/exhaust to be cleaned every 2 years.

The agent was asked when the last time the HVAC system was cleaned and the agent stated that they could not speak to the time period between 2011 to 2018. The agent also was unable to provide a date of when the HVAC system was last cleaned.

Given the above, the parties were advised that I would be making an order for HVAC cleaning.

Regarding item 2, this matter was deemed resolved by the time of the hearing.

Regarding item 3, the tenant stated that on June 23, 2021, they complained about the lack of vent cleaning by email and the agent confirmed receipt of the tenant's email dated June 23, 2021. The tenant stated that they had a call with the caretaker and that nothing was resolved regarding the air duct cleaning, as the hot water issue was the only item discussed. The hot water issue is not longer an issue as of the date of this hearing. The agent confirmed during the hearing that nobody on behalf of the landlord responded to the tenant's concerns about the air duct cleaning.

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, I find the following.

I am satisfied that the tenant has provided sufficient evidence to support that the HVAC system in the rental building requires cleaning due to the agent being unable to provide a date of the last cleaning and the recommended maintenance timelines before me. I have reached this finding as I agree with the tenant that the fresh air vent covers are dirty and contain foreign matter such as leaves and need to be cleaned as soon as possible.

Therefore, pursuant to section 62(3) of the Act, I make the following orders:

1. **I ORDER** the landlord to hire, at their expense, an HVAC specialist to inspect the HVAC system **within 2 weeks** of the date of this decision.
2. **I ORDER** the landlord to hire, at their expense, an HVAC specialist to fully clean the HVAC system in the rental building **within 4 weeks** of the date of this decision.
3. **I ORDER** the landlord to respond to all tenant complaints within a reasonable timeframe for the remainder of this tenancy.

If the landlord fails to comply with my orders above, the tenant may apply for further monetary compensation including, but not limited to, an application for a reduction in rent until such time that the orders have been completed. The tenant may also contact the RTB Compliance and Enforcement Unit to report the landlord's non-compliance with

my orders, should the landlord fail to comply with either of my orders below within the specified timelines.

As the tenant's application had merit, I grant the tenant the recovery of the \$100.00 filing fee. **I authorize** the tenant a one-time rent reduction in the amount of **\$100.00** from a future month's rent in full satisfaction of the recovery of the cost of the filing fee. The landlord may not issue a 10 Day Notice for that rent reduction.

Conclusion

I have made 3 orders against the landlord as described above.

Should the landlord fail to comply with any of my orders, the tenant has been advised as to their remedy under the Act described above.

The tenant has also been granted a one-time rent reduction for the filing fee described above.

This decision will be emailed to both parties.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 3, 2021

Residential Tenancy Branch