



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Bayside Property Services Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes RR, RP, FFT

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"), for an Order to reduce the rent by \$400.00 for repairs, services or facilities agreed upon, but not provided; for an Order for repairs to the unit, site, or property, having contacted the landlord in writing to make repairs, but they have not been completed; and to recover the \$100.00 cost of her Application filing fee.

The Tenant and three agents for the Landlord, K.O., P.L., and L.T. ("Agents"), appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about it. During the hearing the Tenant and the Agents were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

I considered service of the Notice of Dispute Resolution Hearing, application and the Tenant's evidence to the Landlord. Section 59 of the Act and Rule 3.1 state that each respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing. The Agents testified that they received the Notice of Hearing documents from the Tenant, but no evidence was attached to the email they received from her.

The Tenant said that she had served these dispute resolution documents and her evidence to the Agents via email on February 2 and 4, 2022. The Tenant said that the Agents did not let her know that they had not received the pieces of evidence that she

said were included. I asked the Agents to let me know if the Tenant relies on any evidence in the hearing that they have not received. The Agents did not so advise me.

Preliminary and Procedural Matters

The Tenant provided the Parties' email addresses in the Application and they confirmed these addresses in the hearing. They also confirmed their understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

At the outset of the hearing, I advised the Parties that pursuant to Rule 7.4, I would only consider their written or documentary evidence to which they pointed or directed me in the hearing. I also advised the Parties that they are not allowed to record the hearing and that anyone who was recording it was required to stop immediately.

Issue(s) to be Decided

- Is the Tenant entitled to a Monetary Order, and if so, in what amount?
- Should the Landlord be required to make repairs to the unit or property; and if so, which repairs?
- Is the Tenant entitled to Recovery of the \$100.00 Application filing fee?

Background and Evidence

The Parties agreed that the fixed-term tenancy began on August 1, 2017, and ran to July 31, 2018, and then operated on a periodic or month-to-month basis. They agreed that the Tenant pays the Landlord a current monthly rent of \$1,568.00, due on the first day of each month. The Parties agreed that the Tenant paid the Landlord a security deposit of \$725.00, and no pet damage deposit.

The Tenant explained that she has not had sufficient heat in the rental unit since October 2021. She said that the building's heating and water pipes were replaced in the summer of 2021.

The Tenant said:

The company replaced the heating pipes and water pipes in the building Then

the heating in my unit did not work properly. One radiator would provide minimal heat then switch off. This went on from October through January and February. There were record low temperatures then. I was provided with two space heaters, but this is not enough to heat an apartment of this size. The Landlord has taken many steps to try to address this, but none have fixed the problem. I still do not have any control over my heat – it comes on sometimes, not other times. The thermostat does not regulate the radiators.

The Agents agreed with the Tenant's testimony. The Tenant said that the Agent had offered her the \$400.00 she seeks; however, the Tenant said that she told them that she thought it best to have it resolved at the hearing.

In the hearing, the Tenant said that she does not think \$400.00 adequately reflects the loss of quiet enjoyment of the rental unit she experienced, because of the heating problem. The Tenant said she thought that a 30% reduction in her rent might be more appropriate.

I explained to the Tenant that hearings are conducted in keeping with rules of administrative fairness and natural justice. I said that these rules require an applicant to serve the respondent with the applicant's claims and evidence at least 14 days prior to the hearing. However, the Tenant was amending her claim from \$400.00 to 30% of her rent within the hearing.

Settlement Discussions

When I asked the Agents for their response to the Tenant's request, they confirmed their offer of \$400.00 for loss of quiet enjoyment of the premises. They also said they would pay her \$100.00 Application filing fee, as well. In addition, the Agents said that the Landlord will reimburse the Tenant for any additional amount she has paid in her electricity bills for October 2021 through March 2022, compared to the cost she incurred in the prior year(s).

The Tenant agreed to this offer, and the Parties agreed that the Tenant will send the Agents copies of her electricity bills from October, November, and December 2020 and 2021, as well as the bills for January through March 2022, plus those for the comparable months in 2021.

As the Tenant will not receive her electricity bill for March 2022 until April 2022, the Agents said that she can send them the bills for March 2021 and 2022 when she

receives it the electricity bill for this March 2022.

Summary of Agreement

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

Based on the above testimony and discussion in the hearing, I find that the Parties agreed to the following:

1. The Landlord will pay the Tenant \$400.00 for her loss of quiet enjoyment from October 2021 through February 2022;
2. The Landlord will pay for the Tenant's \$100.00 Application filing fee for this proceeding;
3. The Landlord will reimburse the Tenant the difference between her electricity bills from October 2021 through March 2022, compared to those in October 2020 up to and including March 2022.
4. The Tenant agrees to send the Agents copies of her bills noted in 3. above, including the March 2021/2022 bills, which the Tenant is to send to the Landlord when she receives the bill for March 2022.

As I advised the Parties in the hearing that in order to satisfy the first two points above, I authorize the Tenant to deduct \$500.00 from one upcoming rent payment once in complete satisfaction of the terms of the first two paragraphs above.

The Parties will take care of the remaining items themselves, in due course. I advised the Parties that if anything goes wrong with this arrangement that they could apply for dispute resolution again, citing this Decision as setting out the Parties' agreement.

Conclusion

The Tenant is successful in her Application, as the Landlord agreed to pay the Tenant what she seeks in her Application, including the \$100.00 Application filing fee.

The Landlord's Agents also agreed to pay the Tenant the difference between what she

paid in electricity for October 2021 through March 2022, compared to the amounts paid in the prior year(s). The Tenant will send copies of these bills to the Agents for payment.

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: March 07, 2022

Residential Tenancy Branch