



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing

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DECISION

Dispute Codes: CNC, MNDCT, RR, RP, PSF, LRE, OLC

Introduction

The Tenants seek various relief under the *Residential Tenancy Act* (the “Act”).

The Tenants sought an order cancelling a One Month Notice to End Tenancy for Cause (the “Notice”). I ordered the Notice cancelled in my Interim Decision of April 11, 2023.

The remainder of the Tenants’ claims include a claim for compensation, an order for a reduction in rent, an order for repairs, and an order for Landlord compliance with the Act, and order for the Landlord to provide services or facilities required by the tenancy agreement or law, and an order suspending or setting conditions on the Landlord’s right to enter the rental unit.

Procedural and Hearing Background

This matter was first set down for a hearing on January 9, 2023. Due to service issues, I adjourned the hearing (see Interim Decision of January 9, 2023). A second hearing proceeded on April 11, 2023. A third and final hearing was held on May 30, 2023, at 1:30 PM by teleconference. The Tenants and an agent for the Landlord attended the hearing.

Issues

The Tenants clarified during the hearing that they sought the following compensation:

1. \$701.80 for the cost of electric blankets, and
2. \$30.00 in a reduction in rent to compensation for lack of heat.

Evidence and Analysis

The Tenants are a mother and son who live in a two-bedroom apartment. Monthly rent is \$1,003.00.

The Tenants have had problems with heat—or the lack thereof—in the rental unit for many years. Both the Tenants and the Landlord agree that the heat cannot be fixed. The Tenants are not fully sure of why the heat cannot be fixed, despite having a few plumbers in. The Landlord believes that the heat cannot be fixed because of the condition of the rental unit. They testified that the plumber cannot go into and remain in the rental unit to undertake the repairs because there are WorkSafeBC issues. There are cleanliness issues. The Landlord did not provide any documentary evidence to support an argument that a plumber cannot work in the rental unit due to WorkSafeBC restrictions.

The Tenant (D.P.) testified that given the unfixable heat problem they merely seek the above-noted amounts of compensation. They are content to continue living in the rental unit without heat. In the words of the Tenant, “we’ve made it through three winters” and “we’ve survived.”

The Landlord’s agent submitted that they are at a bit of an impasse: the Landlord would like to repair and fix the heat but cannot due to the state of the rental unit. That having been said, the agent acknowledged that the Landlord does not disagree with the reasonable amounts of compensation being sought.

While the written tenancy agreement is silent on whether the Landlord is supposed to provide heat as part of the tenancy, the Landlord’s agent did not disagree that the Landlord is to provide heat as part of the tenancy.

Section 27(1) of the Act prohibits a landlord from terminating or restricting a service or facility if “the service or facility is essential to the tenant's use of the rental unit as living accommodation.” Neither party disputes that heat is essential to the Tenants’ use of the rental unit as living accommodation.

Section 7 of the Act states that if a landlord or tenant does not comply with the Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.

I am persuaded that the Tenants are entitled to compensation of \$701.80 for the expenses incurred in procuring heat blankets due to the lack of heat in the apartment.

Section 65(1)(f) of the Act permits me to reduce past or future rent “by an amount that is equivalent to a reduction in the value of a tenancy agreement.” The Tenants seek a reduction of \$30 in rent for the loss of heat. This amount was based on the Tenants’ increased electrical bill which has purportedly increased by \$50.

I am persuaded that the reduction in the value of the tenancy agreement of \$30 is more than reasonable. For this reason, I award the Tenants \$60.00 for the previous two months.

In total, the Tenants are awarded \$761.80 in compensation. The Tenants may either: (1) deduct this amount from a future rent payment of their choosing, or (2) request that the Landlord issue a cheque in this amount to be payable in the next 30 days.

Further, pursuant to section 65(1)(f) of the Act, the Tenants' rent is reduced by \$30.00 effective June 1, 2023, until the tenancy ends or until the heat is repaired and restored, which is sooner. As such, the monthly rent effective June 1, 2023, is \$973.00. (This amount remains subject to any legal rent increases that the Landlord may be entitled to under Part 3 of the Act.

Conclusion

The Tenants' application for compensation and for a reduction in rent is granted, as explained above. The remainder of the claims made in this application are 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 Act.

Dated: May 31, 2023

Residential Tenancy Branch