

Decision

Dispute Codes:

MNDC, OLC, ERP, RP, PSF, RR, FF

Introduction

This is the Tenant's application for a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement; for Orders that the Landlord comply with the Act, make emergency and regular repairs to the rental unit, and provide services or facilities as required by law; to allow the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided; and to recover the cost of the filing fee from the Landlord.

I reviewed the evidence provided prior to the Hearing. The parties gave affirmed testimony and this matter proceeded on its merits.

Issue(s) to be Decided

Is the Tenant entitled to:

- a Monetary Order pursuant to the provisions of Section 67 of the Act, and if so, in what amount;
- an Order that the Landlord comply with Section 32 of the Act; and
- a reduction in rent pursuant to the provisions of Section 65(f) of the Act?

Background and Evidence

The Tenant rents a suite from the Landlord for a monthly rent of \$645.00. There is a written tenancy agreement, a copy of which was entered in evidence.

The Tenant gave the following testimony

The Landlord ordered a new gas stove to replace the Tenant's old stove. On December 15, 2009, while the new gas stove was being installed, the gas valve was damaged by the installer, and a new part was ordered.

On December 17, 2009, the Tenant returned home from work after 8:00 p.m. to find her home smelling strongly of propane. She opened all of the windows and turned off the propane. She attempted, unsuccessfully, to contact the Landlord and the caretaker and went to her mother's house to spend the night.

The Tenant returned to the apartment the following day and it was very cold because the windows had been open all night. The Tenant spent 3 hours attempting to re-light the pilot light, and was successful relighting it, but it would not stay on. She spent the night at her apartment without heat.

The following morning, after unsuccessful attempts by the caretaker to re-light the pilot, the Tenant called the Landlord, who arrived at her apartment in the afternoon and turned on the gas back on. The Tenant's home was warm by the evening of the December 19th. The Tenant is applying for compensation for lack of heat for two days at \$10.00 per day, for a total of \$20.00.

On December 24, 2009, a technician came to install the new gas valve and discovered it had been damaged in transit. Furthermore, the stove top was making a clicking sound every 6 to 15 minutes, as if it was attempting to light the burners. The technician phoned the Landlord and suggested that the Tenant should probably have a new stove, rather than fix the defective one. The technician told the Tenant that the stove would be fixed by early January.

On January 6th, the Tenant sent the Landlord an e-mail advising of the ticket number and telephone number for the contact person so the Landlord could find out why it was taking so long for the stove to be repaired or replaced.

The Tenant is still without a stove, and has been for almost 3 months. The Tenant is applying for compensation for the loss of this facility in the amount of \$25.00 per week.

The Tenant advised that she has given her notice to vacate the rental unit and will be moving out at the end of March, 2010.

The Landlord gave the following testimony

The Landlord did not dispute the time lines as set out by the Tenant.

However, the Landlord stated that the Tenant refused to have the stove fixed and wanted a new one under warranty. The Tenant and the Tenant's mother had been dealing with the technician and the Landlord did not know the contact information until January 6, 2010. He phoned the contact telephone number on January 6, 2010 and reached a voice tree. He waited three or four minutes on hold and hung up because he didn't want to wait any longer. The Landlord called back on February 19th and stayed on the line. Eventually, he was able to leave a voice mail and a representative called him back. There has been a string of miscommunication and non communication since December 16, 2009. He was advised on February 25, 2010 that the parts were ordered and should arrive soon. He has not made any enquiries since February 25, 2010, about the whereabouts of the parts.

The Tenant does not use the oven, except to make pizza or chicken. She has the use of a microwave and can still use the stove top. \$20.00 for loss of heat for two days and reimbursement for the Tenant's out of pocket expenses for pizza, etc. should be sufficient, if the Tenant provides him with receipts for these expenses.

Analysis

The Landlord agreed to compensate the Tenant for loss of heat for two days in the amount of \$20.00, and I award the Tenant that amount.

The tenancy agreement includes the use of a stove. The Tenant has been without the use of the stove for a period of approximately 11 weeks. The Landlord has an obligation to repair and maintain a rental unit. From December 16, 2009, until January 6, 2010, the Tenant, or her mother, was left with the task of being the primary contact for the repair or replacement of the stove, even though it was the Landlord's responsibility to do so. When the Tenant became frustrated with the amount of time it was taking to fix or replace the stove, she provided the Landlord with the contact information on January 6, 2010. The Landlord made a perfunctory attempt to phone and enquire about the stove repair on January 6, 2010, and then made no further attempts for more than six weeks, on February 19, 2010. The Tenant remains without the use of a stove.

I am satisfied that the Tenant has established a monetary claim for compensation for loss of the stove and award the Tenant \$20.00 per week for this loss, for a total of \$220.00.

The Tenant has been successful in her application and is entitled to recover the cost of the filing fee from the Landlord.

The Tenant has given her notice and therefore I decline to make any orders with respect to the remainder of the Tenant's application.

Conclusion

I grant the Tenant a Monetary Order in the amount of \$290.00. This Order must be served on the Landlord and may be filed in the Provincial Court of British Columbia (Small Claims) 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.

March 3, 2010

Date of Decision
