



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MNDC, RR, FF*

### **Introduction**

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for a monetary order for compensation in the amount of \$657.40 for the increased electricity bills, for loss of wages and for the filing fee. The tenant also claimed a rent reduction until the landlord has the heat pump repaired and functional. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Was the landlord negligent in maintaining the heat pump that provides the tenant with heat and air conditioning in energy saving mode? Did the tenant incur added expenses for electricity bills? Is the tenant entitled to compensation?

### **Background and Evidence**

The tenancy started on Jan 15, 2012 for a fixed term ending July 31, 2012. At the end of the fixed term the tenant continued to occupy the rental unit on a month to month basis. The monthly rent is \$1,200.00 and does not include utilities. The tenant pays an additional \$80.00 for parking.

The tenant stated that in June 2012, she noticed that the air conditioning was not functional. She did not recall the date that she informed the landlord of the problem. On July 12, 2012, the unit was inspected by a technician from a professional heating company. A problem was detected with the wiring and upon fixing it, the unit when functioning caused the breakers to trip. The unit was disconnected for safety reasons. Over the next couple of months, the unit was looked at a few times and on September 19; the technicians spent the whole day in the rental unit conducting repairs. It was eventually found that a part was required and it was ordered. The expected date of delivery of the part from overseas is January 09, 2013.

In the interim, the tenant was asked to use an electric fireplace and was provided with high efficiency electric heaters. The tenant stated that her electricity bill is extremely high and wants the landlord to cover the difference. The tenant is claiming \$657.40 towards the increased cost of electricity and has filed copies of hydro bills into evidence.

She stated that her bill without heating is around \$70.00 for two months. She decided that after deducting this amount every two months from the total she has paid, the landlord owes \$657.40. The landlord pointed out that the tenant had paid \$300.00 for a deposit and the tenant agreed that she had overlooked this amount. The tenant immediately lowered her claim by \$300.00.

The tenant argued that she rented this unit based on the presence of the heat pump which provides heat and air conditioning at economic rates. The landlord testified that the unit costs approximately \$1,500.00 more than other similar units which are not energy efficient and this difference in cost gets paid off in savings over a time period of 15 years. He estimated that this unit results in a saving of approximately \$100.00 per year or \$5 to \$10 per month depending on the time of year. The tenant did not file any evidence by way of comparables, to demonstrate that her bills were higher than they should be.

The tenant stated that on September 19, she spent the entire day off work to be at home while the repair work was ongoing. The landlord had provided her with adequate notice, but she chose to stay home. The tenant is claiming \$250.00 for loss of income for that day.

### **Analysis**

Section 32 of the *Residential Tenancy Act*, states that a landlord must provide and maintain residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law and having regard to the age, character and location of the rental unit, make it suitable for occupation by a tenant.

In this case, I find that the landlord acted in a timely manner to attend to the problem. The delay in having the unit repaired is due to the time it takes for the part to be delivered.

Even though the tenant stated that she rented the unit based on the economical costs of heating and air conditioning, the tenant continued to occupy the unit even after the fixed term of the tenancy had ended. The tenant did not provide any comparable information to enable me to make a decision on whether she had incurred increased costs and if so in what amount.

However, I find that it is reasonable to expect a saving of at least \$10.00 per month in the cost of utilities and therefore I award the tenant a total of \$120.00 to compensate her for period of January 2012 to December 2012. The tenant may continue to deduct \$10.00 from her rent until the heat pump is functional.

The tenant was not required to stay home from work while the repairs were being done, but she chose to do so. Accordingly I find that she is not entitled to her claim of \$250.00 for a day's wages.

However, I further find that the tenant was inconvenienced due to the malfunctioning of the heat pump and therefore I find that she is entitled to some compensation for the inconvenience. *Residential Tenancy Policy Guideline #16* states that an arbitrator may award "nominal damages" which are a minimal award. These damages may be awarded where there has been no significant loss, but they are an affirmation that there has been an infraction of a legal right.

Accordingly, I award the tenant a minimum award of \$50.00. Since the tenant has proven a portion of her case, I find that she is entitled to the recovery of the filing fee.

Overall, the tenant has established a claim of \$120.00 for increased utility bills, \$50.00 as compensation and \$50.00 for the recovery of the filing fee.

The tenant may make a onetime deduction of \$220.00 from a future rent. In addition to this the tenant may make a reduction of \$10.00 off rent starting January 01, 2013 until the heat pump is repaired and functional.

### **Conclusion**

The tenant may make a onetime deduction of \$220.00 off the next rent. I grant the tenant an ongoing rent reduction of \$10.00, starting January 2013 until the heat pump is repaired and functional.

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: December 19, 2012.

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Residential Tenancy Branch