



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, ERP, RP, RR, FF

Introduction

This hearing dealt with an application by the tenant for a monetary order; an order reducing the rent for repairs, services, or facilities agreed upon but not provided; and a long list of repairs. The tenant confirmed that the eaves troughs repairs had been completed. She also confirmed that the application for the monetary order was the most important issue for her.

I advised the parties that too many issues had been combined into this one application and I was not prepared to deal with them all. I exercised my discretion pursuant to Rule 2.3 and advised the parties that I would hear evidence on and make a decision about the requests related to the ductwork and dryer vent only, in addition to the claims for a monetary order and a rent reduction. The tenant's claims regarding window replacement, hedge trimming and garbage cans were dismissed with leave to re-apply.

The landlord prepared and filed a spread sheet of the data contained in the tenant's and her neighbour's gas bills. The tenant confirmed that the spread sheet accurate.

Issue(s) to be Decided

- Is the tenant entitled to a monetary order and, if so, in what amount?
- Should orders for maintenance work be made and, if so, on what terms?

Background and Evidence

This month-to-month tenancy commenced March 1, 2012. The monthly rent, which has remained the same throughout the tenancy, is \$1250.00. In addition to the rent, the tenant is responsible for all utilities.

The rental unit is one side of a duplex. It was built in the 1970s. The unit has three bedrooms and is 1000 to 1100 square feet. The home has a gas forced-air furnace. Until October 2015 it was the original furnace.

The landlord has owned the property for about 13 years. He filed invoices to show that significant updates were made to the unit just before this tenancy started. The kitchen cabinets and countertop were changed, the blinds were replaced, a garden shed was added to the yard, the hardwood floors were sanded and refinished; and the unit was painted.

The electric hot water tank was replaced with a gas water tank in March 2013. When the hot water tank was replaced the landlord paid the tenant \$233.72, the amount of the previous hydro bill, because the hot water tank was not shutting off when the water reached the desired temperature. This amount was deducted from the March rent. The tenant testified that her hydro bill decreased by approximately 40%, or \$25.00 to \$45.00 per month, when the hot water tank was changed.

In 2014 the landlord renovated the bathroom by replacing the vanity, sink, tap, toilet, tub and flooring. At the same time the bathroom window was removed and a fan installed.

In the fall of 2015 the landlord repaired the eaves troughs by adding seven feet and by replacing the downspouts on two other gutters. In addition, he changed the underground perimeter drain from one side of the house. The washing machine and dryer were replaced in the summer of 2015. The landlord testified that he has started repainting the exterior of the home and hope to have that task finished by next year.

Invoices documenting all of these repairs were filed by the landlord.

The tenant is a home-based caregiver. She has two developmentally delayed adult males living with her. One is her brother, who moved in with her at the start of the tenancy; the other man moved in subsequently. The men are funded by an agency that inspected the unit before the tenant moved in and conducts an annual inspection.

One of the tenant's requests was to have the ductwork cleaned. The landlord testified that this was the first request for this work that he had received. Although he had never had the duct work cleaned in the past he had no objections to doing so.

The tenant asks that the dryer vent be cleaned. Lint comes out of the dryer vent and is deposited on the exterior siding and patio blocks directly beneath the dryer vent. The tenant testified that they clean the lint screen on the dryer regularly. It is her view that the presence of this lint indicates that the dryer vent must be dirty.

The landlord's photographs show that the dryer sits against an exterior wall. The exterior vent is on the same wall. A short length of dryer hose connects the dryer to the

exterior vent. The photographs of the interior of the hose show a clean and unobstructed hose and vent.

The main issue relates to the furnace and the tenant's claim that an old and inefficient furnace have led to unnecessarily high gas bills for her. She seeks compensation from the landlord in an amount equal to half the amount she has paid for gas throughout her tenancy.

The tenant's actual use (Gj) and costs for gas are as follows:

	2012	2013	2014	2015
March	8.0 - \$124.19	11.2 – \$121.39*	8.2 - \$95.14	10.6 - \$125.24
April	6.2 - \$71.57	8.9 - \$99.55	14.3 – 176.87**	10.1 - \$108.71
May	3.6 - \$46.28	5.8 - \$69.83	4.7 - \$67.03	4.5 - \$53.87
June	2.4 - \$35.99	4.7 - \$58.58	3.2 - \$48.75	3.1 - \$41.65
July	0.7 - \$18.98	3.0 - \$44.09	3.8 - \$57.78	2.8 - \$38.83
August	0.9 - \$20.96	3.1 - \$44.52	3.1 - \$48.41	3.7 - \$47.69
September	0.9 - \$22.09	3.1 - \$44.52	2.6 - \$42.15	3.7 - \$46.87
October	3.7 - \$48.02	7.8 - \$89.87	2.6 - \$42.15	-
November	10.5 - \$114.98	13.1 - \$142.57	13.9 - \$161.86	-
December	8.9 - \$98.30	16.7 - \$178.03	17.2 - \$198.20	-
January	-	18.2 - \$192.25	14.1 - \$155.63	15.9 - \$182.02
February	-	10.2 - \$112.00	16.9 - \$184.32	13.4 - \$156.02

*New hot water heater installed – March 2014

**Rate increase effective April 1, 2014 from 3.272/Gj to 4.64/Gj.

The tenant filed a sampling of her neighbour's gas bills to show that her costs were substantially greater than the neighbouring unit.

The invoice for July 2014 is not helpful because the gas in the neighbouring unit was shut off during this billing period; not even the pilot light would have been on.

The October 2014 bills are almost identical – 3.3 Gj vs. 2.6 Gj; and \$49.16 vs. \$42.15.

The neighbour's furnace quit on February 4, 2015 and was replaced on February 7, 2015.

The comparison of usage (Gj) for January, April, May and September 2015 is as follows:

MONTH	TENANT	NEIGHBOUR
January 2015	15.9	10.0
April	10.1	4.6
May	4.5	.8
September	3.7	1.2

The tenant's argued that since the two units are the same size and there were a similar number of occupants in each unit, the usage should be similar. The landlord argued that a number of different factors including the volume of use of appliances, the temperature set on the thermostat, and whether the unit was on the north or south side of the building would lead to differences in the gas consumption.

The tenant based much of her case on conversations with the furnace technician who came to the unit. Her evidence was that he had told her a number of things. The technician filed a letter in which he denied saying any of the statements attributed to him by the tenant. In particular he said that he never told her that:

- her gas bill was excessive;
- an increase of \$27.00 per month for having a natural gas water heater was excessive;
- in the summer her bill should be reduced by 80%;
- there was anything wrong with the furnace or that the landlord absolutely needed to replace it; or that,
- heating ducts should be cleaned annually.

His letter said that he checked the furnace on September 26, 2015. At that time: " the furnace was in working condition (about 60%) efficiency) but was now old enough for [landlord] to start thinking about replacing it. Some months before, I had replaced the furnace in the other half of the duplex and so it made sense to do the same here. It is my usual custom to suggest that clients think about changing their furnaces after about 30 or so year. [Landlord] agreed and so I replaced the furnace on Oct. 3, 2015."

The landlord also filed an invoice from a heating company dated March 9, 2011 which set out the maintenance work done on the furnace including cleaning and inspecting the furnace, oiling the motor and fan, and replacing the filters. The invoice included the following statement: "furnaces are in very good condition".

The tenant testified that the furnace had been inspected and the filters changed annually except the winter of 2014. The landlord testified that a former tenant, who was also a HVAC technician, changed the fresh air vent from the attic, which complied with the building code when it was built, to be from the exterior, in the winter of 2014. Filters were installed on the new air vent.

The tenant filed this application for dispute resolution on October 6, 2015. She testified that she expected her gas bills would be reduced in the future.

Analysis

Residential Tenancy Policy Guideline 1: Landlord & Tenant – Responsibility for Residential Premises sets out the standards that arbitrators apply to maintenance and cleaning disputes. The *Guideline* states that:

- Landlords are responsible for inspecting and servicing the furnace in accordance with the manufacturer's specification, or annually where there are no manufacturer's specifications.
- Landlords are responsible for replacing furnace filters, cleaning heating ducts and ceiling vents as necessary.
- Tenants are responsible for cleaning floor and wall vents as necessary.
- Landlords are required to clean out the dryer exhaust pipe and vent at reasonable intervals.

The evidence is clear that there is no obstruction to the dryer venting. After the hearing I looked at my own dryer vent. The exterior of my home has the same amount of lint as depicted in the tenant's photographs. The dust and lint observed by the tenant is merely what has escaped the dryer's lint screen.

As the landlord agreed to have the ductwork cleaned I order that he do so within three months of receiving this decision. If the landlord does not comply with this order the tenant may apply for financial compensation for his failure to do so.

With regard to the tenant's claim for a monetary order the onus is on every claimant to establish their claim on a balance of probabilities.

Throughout her written submission the tenant referred to continuously escalating gas costs. However, her evidence does not demonstrate this. With a couple of exceptions (October 2013 and April 2014) the amount of gas used in the same month of each year is pretty consistent.

The chart shows that in July, August and September of 2012, when only the pilot light was on, the gas usage was between .7 Gj and .9 Gj. In the same months after the gas water heater was installed the gas usage was between 2.8 Gj and 3.8 Gj. This shows that the monthly usage that can be attributed to the hot water heater is at least 2 Gj per month.

If you adjust the tenant's usage for the months of January, April, May and September 2015 by deducting 2 Gj in order to make the comparison with the neighbour's bills more accurate the comparison is as follows:

MONTH	TENANT	NEIGHBOUR
January 2015	13.9	10.0
April	8.1	4.6
May	2.5	.8
September	1.7	1.2

The difference in usage is 3.9 Gj, 3.5 Gj, 1.7 Gj, and .5 Gj respectively. Is this difference caused by the difference in their furnaces or differences in their living habits? There is not enough evidence to come to a conclusion. It is notable that the difference is greater in the cooler months of the year, when people make different choices about household temperature, than in the warmer months but once again there is not enough evidence to conclude that is the reason for the difference.

Finally, there is no evidence that the tenant's gas usage or gas bills were actually reduced by the installation of the new furnace.

In any event, section 32(1) 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, makes it suitable for occupation by a tenant.

There is no evidence that the furnace has not been properly maintained. It has been inspected, filters have been changed annually, the venting was updated, and it was replaced before it failed.

The legislation does not require perfection from a landlord or a rental unit, or that every element of a rental unit must be new or be the most efficient model currently available in

the market. It requires the rental unit to comply with the relevant legislation and to be suitable for occupation. I find that the heating system in this unit met both requirements.

The tenant's claims for compensation for her gas bills and for a reduction of rent paid are dismissed.

Conclusion

As the landlord agreed to have the ductwork cleaned I order that he do so within three months of receiving this decision. . If the landlord does not comply with this order the tenant may apply for financial compensation for his failure to do so. All other applications by the tenant are dismissed without leave to re-apply.

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 29, 2015

Residential Tenancy Branch

