



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

Dispute Codes: ERP

Introduction

The Application for Dispute Resolution filed by the Tenant seeks an order that the landlord make emergency repairs for health and safety reasons

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the landlord as the landlord has acknowledged receipt of the document.

Issues to be Decided

The issue to be decided is whether the tenant to an order for emergency repairs?

Background and Evidence:

The tenant has lived in the rental property for 37 years. On May 16, 2013 the parties entered into a tenancy agreement in writing for the subject rental unit that provided that the tenancy would commence on June 1, 2013 and continue on a month to month basis. The rent was set at \$600 per month payable in advance. The tenant paid a security deposit of \$300 at the beginning of the tenancy.

The tenant testified there is insufficient heat in the rental unit and that he has suffered ill health as a result. He presented evidence from his doctor to the effect the lack of heat is adversely affected his health. He testified he has used a space heater at an additional hydro cost of \$6 to \$8 per month because of the lack of heat.

The landlord disputes the claim that there is insufficient heat. She testified as follows:

- A new boiler was installed 5 years ago.
- No other tenants have complained of a lack of heat. By contrast other tenants have complained they have received too much heat.
- Technicians have checked the heaters in the rental unit and they are working.

- She acknowledged the heat was down for a couple of weeks ago as they were waiting for the arrival of a part. The part arrived and the heat is up and running.
- The problem may be caused because the tenant has a number of pieces of furniture which prevents the free flow of the warm air.

Settlement:

This is a disputed claim. However, the parties have agreed to settle this dispute and they have asked that I record the settlement as follows:

- a. The landlord shall pay to the Tenant on November 2, 2017 the sum of \$52 to compensate the tenant for the additional hydro cost he has incurred for last 13 months for the use of the space heater.
- b. In addition the landlord shall pay to the Tenant the sum of \$4 per month commencing December 1, 2017 and on the first day of each month thereafter while he is a tenant in the rental unit to compensate the tenant for additional hydro costs he may incur for using the space heater.
- c. This is a full and final settlement and each party releases and discharges the other from any further claims up to the date of this hearing.

As a result of the settlement I ordered the landlord to pay to the tenant the sum of \$52 on November 2, 2017 and \$4 per month commencing December 1, 2017 and on the first day of each month thereafter while the tenant continues to reside in the rental unit and is in need of a space heater.

This decision is final and binding on both parties.

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: November 02, 2017

Residential Tenancy Branch