



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      MNDC, PSF

### Introduction

This matter dealt with an application by the tenant for a monetary order for money owed or compensation for loss or damage under the *Act*, and to Order the landlord to provide services or facilities required by law.

Service of the hearing documents was done in accordance with s. 89 of the *Act*. They were sent to the landlord by mail. The landlord confirmed he received this package on November 16, 2009.

Both parties appeared, gave their testimony, were provided the opportunity to present evidence, make submissions and to cross-examine the other party. On the basis of the solemnly affirmed evidence presented at the hearing I have determined:

### Issues(s) to be Decided

- Is the tenant entitled to compensation for damage or loss under the *Act* and if so how much?
- Is an Order required for the landlord to provide services or facilities required by law?

### Background and Evidence

This tenancy started sometime in 1999. There is a dispute about the amount of rent due each month. The tenant states his rent is \$350.00 per month and the landlord states the

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tenants rent was increased in April, 2009 to \$375.00 per month. The tenant paid a security deposit of \$162.50. However, the landlord has no knowledge of this as it was paid to a previous landlord and the tenant does not have a receipt for this amount.

The tenant testifies that he had no heat to his unit at the end of the summer months as the heat had not been turned back on by the landlord. The tenant claims he had to purchase an electric heater at a cost of \$52.97. The tenant also claims that the cold and stress he suffered has caused him to have epileptic seizures. The tenant is claiming one months' rent in compensation for the lack of heat and an Order for the landlord to maintain the building and ensure the heat is adequate for the tenants. The tenant also claims that the other tenants all have to use electric heaters and this caused a fire because the electrical system was overloaded.

The landlord disputes the tenants claims he has provided a signed statement from the previous owner and landlord of the building who has assisted the landlord in the heating systems. In his statement the previous landlord states that he put the system on line in late September to ensure the water was circulating, the radiators bleed and he then proceeded to add temperatures each day as the outside temperatures fell. He further states that the E Plus heating (9kw's) were turned on nonstop in early October and the gas burner was put on line by the 2<sup>nd</sup> week in October. He continued to add heat ramping the water temperatures up to normal settings (appromitaly150 degrees) heating the water by early to mid November. This was his normal practise over the last 16 years. He also states that there have been no equipment failures or complaints from tenants directed to him about cold temperatures in the building.

The landlord also claims that the fire mentioned by the tenant was caused by an electrical failure in unit #1 and was not connected to any other unit. The landlord has provided a report from the electrician to support this.



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## Analysis

I have carefully considered all the evidence before me, including the affirmed evidence of both parties. I find that the tenants' evidence is contradicted by the landlord. In this instance this means that if the tenants' evidence is contradicted by the landlord, the tenant will generally need to provide additional, corroborating evidence to satisfy the burden of proof. In the absence of any corroborating evidence, I find that the tenant has not provided sufficient evidence to support his claim. He has not provided any medical evidence to support his claim that his epileptic seizures have been worsened by the cold or stress; He has not provided any evidence concerning the lack of heat in his unit and no evidence to support his claim that he purchased a heater to keep his unit warm.

## Conclusion

I find that the tenant has not established any part of his monetary claim for \$402.97. Therefore; the tenants claim for compensation is dismissed without leave to reapply.

I find the tenant has not provided sufficient evidence to support an Order for the landlord to provided services or facilities required by law; therefore, this section of the tenants claim is dismissed without leave to reapply.

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 18, 2009.

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Dispute Resolution Officer