

DECISION

Dispute Codes MNDC, FF

Introduction

This is an application by the Tenant for a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement and the recovery of the filing fee.

Both parties attended the hearing by conference call and gave affirmed testimony.

Issue(s) to be Decided

Is the Tenant entitled to a monetary order?

Background and Evidence

This tenancy began on December 20, 2010 on a fixed term tenancy for 1 year. The monthly rent is \$1,200.00 as shown on the signed tenancy agreement. The rent is payable on the 19th of each month as agreed during direct evidence by both parties.

The Tenant is seeking to claim compensation of \$1,200.00 (equal to 1 months rent) for “not living within a comfortable environment”. The Tenant claims that they were without heat from December 22, 2010 until January 26, 2011. From January 26, 2011 there was no heat in the living room only. The Tenant claims that the water tank was leaking in the laundry room and complains of moisture in the rental unit.

The Landlord disputes receiving any complaints for lack of heating until she returned from an overseas trip on January 4, 2011. The Landlord claims that upon her investigation with the Tenant that there were no further indications of a problem with the heating system. The Landlord has provided two invoices of a service technician attending on January 29 and 31, 2011 to service and repair the hot water heating system. The Landlord states that there is no hot water tank, but a hot water heating system as shown in the Landlord’s documented evidence.

The Tenant is also seeking compensation for \$1,200.00 for mental stress from being contacted by the Landlord by multiple phone calls and attending at the rental unit at

10:45pm on January 19, 2011 concerning electric bills and a letter posted on the rental unit door.

The Landlord disputes this as she stated during direct evidence that she contacted the Tenant, V.H. and was told to contact the Tenant, S.C. as he took over all talks concerning the tenancy. The Landlord then called S.C., to try and resolve the issues.

The Tenant is also seeking compensation of \$600.00 for moving costs to deal with the end of tenancy.

The Landlord state that sees no reason why she should pay for the Tenant's moving costs.

Analysis

I am satisfied that as both parties have attended the hearing and have referred The signed tenancy agreement does not speak to issues regarding parking or utilities. The tenancy agreement only speaks to monthly rent of \$1,200.00.

Both parties wish to continue the tenancy on the signed 1 year fixed term.

The Tenants application is disputed by the Landlord and I find the Tenant has failed with the burden of proving that they are entitled to \$1,200.00 for compensation. The Tenant has not suffered any loss of use of the rental unit. The issue of lack of heat has not been proven and the Landlord has provided supporting evidence of invoices for a service technician's work.

The Tenant's claim for \$1,200.00 for mental stress is I find not made out. The Tenant has failed to provide any details for the harassment. The Tenant cites one incident on January 19, 2011 and the Landlord has responded with a credible explanation as to the issue in that they were trying to communicate with the Tenant to resolve the issues.

As to the Tenant's claim for moving cost, I find that this is not made out as they state that they are not moving and wish to stay in the rental unit.

I find that on all grounds that the Tenant has failed to make out their claim. The Tenant's application is dismissed.

Conclusion

The Tenant's application is dismissed.

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: February 21, 2011.

Residential Tenancy Branch