



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, OLC, ERP, RR, FF

Introduction

This hearing dealt with an application by the tenant for money owed or compensation due to damage or loss, for the landlord to comply with the Act, for emergency repairs, to allow a tenant to reduce rent for repairs and recovery of the filing fee.

Issue(s) to be Decided

Is the tenant entitled to any of the above under the Act.

Background and Evidence

This tenancy began February 1, 2001 with monthly rent of \$780.00 and the tenant paid a security deposit of \$390.00.

The tenant testified that the heating in her rental unit has started to make loud banging noises and at night is especially disruptive to her sleep. The tenant stated that she contacted the landlord in September to come and have the heating checked and kept being told that she would get a call back but had no response for weeks. The tenant stated that she also spoke to the relief manager and again was told someone would come and check the heating however she did not get a response until October 21, 2011.

The tenant stated that the noise continues to be unbearable and is affecting her health which is already compromised. The tenant stated that to get relief she sometimes leaves her rental unit and goes to her sisters to stay and sleep.

The landlord testified that the building was build in the 70's and has steam heat. The landlord stated after they received the complaint from the tenant regarding the noise in the heating system they contacted a plumber to come and check the heating in the building. The landlord stated that the tenant continued to register complaints about the noise from the heating system and the landlord had the plumbing company attend an additional 3 times. The plumbing company inspected the boiler room and all heating

components, inspected the zone valves and replaced a failed one and installed multiple automatic air vents on the heating system in the tenant's rental unit.

The landlord stated that as the building is 40+ years old and that noises are inherent with this type of steam heating system, the landlord is of the thought that the matter may never be resolved to the satisfaction of the tenant. The landlord states that with a steam heating system much of the noise comes from expansion of the pipes when the hot steam travels through them. The landlord expressed concern that the noises may be travelling down pipes that are in the walls and that without demolition of the building, which the landlord is not prepared to do, the repairs may be impossible to complete as the source of the noise will never be located. The landlord also stated that they have not had this noise complaint from any of the other tenants in the building.

The building caretaker testified that she had been in the tenant's rental unit and heard the noise and stated that she has similar noises in her rental unit when the heat is turned on and that they are typical for this type of steam heating system.

The tenant stated that she had checked on the internet and believes that the noise is a result of air in the pipes. The landlord reiterated that he did not believe the problem was air in the pipes but that to try and provide relief to the tenant from the noise he had the plumbing company replace the air vent and all the rubber strips on every touch point in the tenant's rental unit.

The landlord stated that they had also contacted a second plumbing company however they declined to complete an inspection as they advised the landlord that these types of noises were typical with steam heat and there was nothing that could be done to stop the noise.

After much discussion the landlord agreed in this hearing to have a third plumbing company come to the apartment building and the tenant's rental unit to see if they could come up with a reason for the noises and a solution.

The landlord stated a number of times that he is willing to try and assist the tenant in any way as she is not only a long term tenant but a very good tenant. The landlord also offered to relocate the tenant to a different unit if one becomes available and the tenant is interested in relocating.

Analysis

Based on the documentary evidence and testimony of the parties, I find on a balance of probabilities that the tenant has not met the burden of proving that they have grounds for entitlement to a monetary order for money owed or compensation due to damage or loss or to reduce rent for repairs.

It is recognized that the noises from the steam heating system are disturbing the tenant however the landlord has been very responsive to the tenant's complaints regarding the noise from the steam heating and to date has had the plumbing company attend on 4 different occasions at a cost of over \$1200.00 to the landlord. The landlord also contacted a second plumbing company to address the issue and has agreed to now bring in a third plumbing company to try and find a solution to the problem.

It is also understood that this type of steam heating system makes multiple noises as the steam travels through the pipes and they expand and contract when the heat is off or on and that these noises for the most part cannot be eliminated.

The landlord in his efforts to address this matter has authorized multiple repairs to the steam heating system for the tenant therefore is in compliance with the *Act* and will not be ordered to comply with the *Act* or to make emergency repairs.

The tenant's application is hereby dismissed.

As the tenant has not been successful in their application they are not entitled to recovery of the \$50.00 filing fee.

Conclusion

The tenant's application is hereby 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: January 18, 2012

Residential Tenancy Branch