



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MNR, OLC, PSF, FF.*

### **Introduction.**

This hearing dealt with an application by the tenant, pursuant to the *Residential Tenancy Act*. The tenant applied for a monetary order for compensation, for an order directing the landlord to comply with the *Act* and provide services. The tenant also applied for the recovery of the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

This matter was initially heard on June 20, 2012 and adjourned to this date.

At the start of the hearing, the tenant requested that her application be amended. She withdrew all her monetary claims. The amended application was solely for an order directing the landlord to unlock the thermostat located in the common area and allow the tenant access to control the settings.

### **Issues to be decided**

Is the landlord contravening the *Act* by denying the tenant control of the settings on the thermostat?

### **Background and Evidence**

The tenancy started in July 1974. The rental unit is located in a building that houses a total of 21 units, on three floors. The landlord purchased the building approximately five years ago. In 2008, the heating system was replaced and serviced regularly since then. Each unit has baseboard heating with a valve to switch the baseboard on and off. The temperature control for all the units on a particular floor is located in the hallway of that floor.

The landlord stated that in December 2011, he was advised by the service technician to lock the thermostat so that the residents did not change the settings. In February 2012, the landlord had a steel plate installed over the thermostat that completely covered it.

The landlord set the temperature at 20 degrees Centigrade. After the steel cover was installed, the tenants were not able to change the settings nor were they able to view the temperature it was set at.

During the hearings on June 20 and this one on July 27, several options were explored at length. After much discussion the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

### **Analysis**

Pursuant to Section 63 of the *Residential Tenancy Act*, the dispute resolution officer may assist the parties settle their dispute and if the parties settle their dispute during the hearing, the settlement may be recorded in the form of a decision or an order.

During this hearing, the parties reached an agreement to settle these matters, on the following conditions:

1. The landlord agreed to install a see through window on the thermostat which would allow the tenant to view the temperature.
2. The landlord further agreed to have this viewing window installed on or before September 30, 2012.
3. The tenant agreed to accept that the access to the controls on the thermostat would remain unavailable, but she would be able to view the temperature on the thermostat, through a viewing window.
4. Both parties stated that they understood and agreed that the above particulars comprise **full and final settlement of all aspects** of this dispute.

### **Conclusion**

Pursuant to the above agreement, I order the landlord to install a viewing window on the thermostat on or before September 30, 2012.

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: July 27, 2012.

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Residential Tenancy Branch