



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** OLC, RP, PSF

### **Introduction**

This hearing dealt with an Application for Dispute Resolution by the tenant seeking an order for to force the landlord to comply with the Act, make repairs and provide services and facilities required by law. The tenant is seeking an order to force the landlord to remove the lock placed on the furnace thermostat.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The participants had an opportunity to submit documentary evidence prior to this hearing, and the evidence has been reviewed. The parties were also permitted to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the affirmed testimony and relevant evidence that was properly served.

### **Issue(s) to be Decided**

Is the tenant entitled to an order to force the landlord to remove the lock from the thermostat?

### **Background and Evidence**

The tenancy began over 8 years ago and the rent is \$385.00. The tenant rents a room in the basement with shared bathroom and kitchen facilities with 2 other tenants in the basement area. There are 4 other suites upstairs and the furnace and thermostat serves all units. The tenant testified that that for most of his tenancy, the thermostat, located in the common area, was left unlocked.

However, according to the tenant, the new owners suddenly locked the thermostat so that nobody else could control it. The tenant testified that he complained about this, because he felt that having control over the thermostat was a term of his tenancy agreement. The tenant testified that the landlord then removed the lock. The tenant stated that, when he later found that the thermostat was programmed by someone at 50 degrees, he then used manual over-ride to circumvent the program so that the temperature could be properly set.

The tenant testified that, as far as he knows, all the other occupants in the complex, with whom he spoke, were satisfied with the temperature set by the tenant.

The tenant testified that the landlord has now locked the thermostat again, and this is not acceptable to the tenant. The tenant is seeking an order to prohibit the landlord from locking the thermostat.

The landlord testified that they had a professional contractor alter some of the ductwork to balance the heat for every unit in the complex and part of this was to program the thermostat and secure it with a lock. The landlord acknowledged that they did respond to the tenant's complaint about the lock and removed it.

However, the landlord apparently received complaints from other occupants in the building about the temperature. The landlord testified that they were not aware that someone had set the thermostat at 50 degrees and the tenant had never complained nor reported this to the landlord. The landlord does not agree with the tenant's practice of over-riding the programming.

The landlord testified that they want to keep the thermostat secure and that it is their intention to set the temperature at 70 degrees in winter and 69 degrees during the summer. The landlord pointed out that the tenant has a space heater that can be used, if necessary, but should report any problems to the landlord, instead of tampering with the thermostat on his own.

The tenant acknowledged that there have not been any recent problems with the heat, but stated that he fears what may happen when the weather turns cold. However, the tenant did agree that maintaining the thermostat at 70 degrees in the winter would be adequate.

### **Analysis**

Given the above, I find the landlord has not violated the Act or the agreement by securing the thermostat, which is shared by all units, to prevent any one tenant from altering the program. I find that the landlord is willing to comply with their responsibility under section 32 of the Act to ensure that all units are adequately heated, failing which the matter can be brought to dispute resolution.

I find that the landlord has a right to lock the thermostat, but must ensure that the heat is set at a temperature appropriate for the season.

Based on the above, I find that the landlord has adequately addressed the tenant's core complaint and therefore no order will be issued.

If any future disputes arise relating to this or any other tenancy matter, that cannot be resolved by the parties, either party is at liberty to make application for dispute resolution.

### **Conclusion**

The tenant's application is dismissed with leave to reapply, as the matter under dispute is found to have been resolved.

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: May 28, 2013

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Residential Tenancy Branch

