



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, OLC, LRE, RR, O

Introduction

This was a hearing with respect to the tenant's application for a monetary award and for other relief. The hearing was conducted by conference call. The tenant and the landlord's representatives called in and participated in the hearing. The party named by the tenant as landlord is not the actual landlord. I have amended the style of cause to name the corporate landlord who is the proper party to this proceeding

Issue(s) to be Decided

Is the tenant entitled to a monetary award and if so, in what amount?

Is the tenant entitled to any other remedies, including orders that the landlord comply with the Act, the granting of a rent reduction, or an order restricting the landlord's access to the rental unit.

Background and Evidence

The rental unit is an apartment in Surrey. The tenancy began on June 1, 2014. Monthly rent was \$875.00 and the tenant paid a security deposit of \$437.50. The tenant complained that the apartment was without heat and this affected the health of her son. She said that she complained about the lack of heat she was told that the heat for the building was turned off. She complained that the landlord not providing an essential service. The landlord turned on the heating system, but the tenant still complained that there was no heat in her unit. The landlord told the tenant that he would arrange for a maintenance person to inspect the heating system in the rental unit. The tenant testified that the maintenance man came to the unit without notice and entered the unit without knocking. She said that her boyfriend was present and she was asleep when the maintenance man entered the unit. The landlord's representative testified that the maintenance person was sent in response to the tenant's complaints about a lack of heat. He came to the unit and knocked on the door a number of times without any response. He entered the unit and then left immediately when there was an objection to his attendance. The landlord's representative testified that the hot water heat was turned off because it made the building unacceptably warm in the summer months. He offered the tenant an electric heater when she complained of the cold, but she refused to have it. He turned the heat back on in the building but the tenant still complained about a lack of heat in her unit and he then arranged for someone to inspect the heating system in the rental unit.

The tenant also complained that the landlord would not allow her to park her van in the parking lot even though she was supposed to be provided with parking as part of her tenancy. The landlord's representative said that the tenant's van was not an operating motor vehicle and the tenant had it towed onto the rental property. The landlord said in reply that he objected to the tenant leaving an unlicensed and inoperable motor vehicle on the rental property that the tenant was using as a storage container. The landlord also noted that the tenant has not paid rent since June.

Analysis

The tenant complained about a lack of heat and an unauthorized entry into the rental unit by the landlord's maintenance worker. She also objected because the landlord required her to remove the van she left in a parking stall at the rental property.

I find that the landlord responded appropriately to the tenant's complaint about a lack of heat. He offered her the use of an electric heater turned heat on in the building and sent a technician to inspect the heating system in the rental unit. The entry to the rental unit was made without prior written notice to the tenant, but it was carried out in response to the tenant's complaint, stated as urgent, about a lack of heat. The event was a fleeting and trivial occurrence; I find that it does not justify an award of monetary compensation.

I find that the landlord was entitled to object to the presence of an unlicensed and inoperable motor vehicle in the parking lot of the rental property.

I find that the tenant is not entitled to an award of compensation for the lack of heat. It was June; it is not uncommon for a hot water heating system to be turned off during the warmest months of the year and she was offered an electrical heater, before the heat was turned on again at her request. There is also no basis for an order directing the landlord to comply with the provisions of the *Residential Tenancy Act*, Regulation or Tenancy Agreement.

Conclusion

The tenant's claims are without merit and the application 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: September 26, 2014

