



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding West Hotel, 0750947 BC Ltd. and 0955802 BC Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC

Introduction

This hearing was convened in response to an application by the tenant for a monetary order and a rent reduction. The tenant was represented at the hearing by D.Z. and the landlords by Y.N.

Issue to be Decided

Is the tenant entitled to a monetary order as claimed?
Is the tenant entitled to an ongoing rent reduction?

Background and Evidence

The rental unit in question is on the third floor of an 8 story building. The tenant alleges that in the 14 years of his tenancy, he has not had hot water in his rental unit.

The tenant provided evidence that on December 3, 2013, the City of Vancouver inspected the residential property and reported to the landlord that another unit on the same floor did not have hot water. The City then ordered the landlord to repair that issue. The tenant claimed that after the City wrote the report, the reporting engineer verbally amended the report to include a report that the rental unit did not have hot water. The tenant's agent said that he had an email to support this amendment but he did not submit that report into evidence.

The tenant submitted other documents from the City of Vancouver in which the landlord was ordered to correct other deficiencies unrelated to this application. The tenant's agent argued that this shows a pattern of neglect on the landlord's part.

The landlord claimed that upon receiving a written complaint from the tenant on June 3 2014, he sent his maintenance personnel to the rental unit to inspect and the maintenance staff found that the tenant had hot water in the unit.

The tenant's agent testified that he tests the hot water in the rental unit on a regular basis and keeps a written record of the temperature and also videotapes the procedure. The agent chose not to submit a copy of that evidence.

Analysis

The tenant bears the burden of proving his claim on the balance of probabilities. The tenant's documentary evidence does not indicate that there is a hot water problem in the rental unit and I am not prepared to assume that because one other unit was found to have issues with the hot water the same is true of the rental unit. The tenant's agent claims to have written evidence that the City later ordered the landlord to address a hot water problem in the rental unit but he chose not to submit that evidence and I find that his oral testimony is not sufficiently persuasive in light of the landlord's denial that there is a problem.

Readings of the temperature of the hot water in the rental unit would have been helpful evidence, but the agent also chose not to submit that evidence and again, I find that his oral testimony is not sufficiently persuasive to tip the scales in the tenant's favour.

I therefore dismiss the tenant's claim for compensation for the months of December 2013 – May 2014 inclusive. I also dismiss the tenant's claim for an ongoing rent reduction until repairs are complete.

If the tenant wishes to make a claim for loss of hot water from June 2014 onward, he is free to do so and should be prepared to provide persuasive evidence to corroborate his agent's oral testimony.

Conclusion

The claim 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: September 10, 2014

