



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNDC, RP, PSF, RR, FF

### Introduction

This hearing dealt with an application by the tenant for a monetary order, orders compelling the landlord to perform repairs and provide services, an order authorizing her to reduce her rent and recovery of her filing fee. Both parties participated in the conference call hearing.

### Issues to be Decided

Is the tenant entitled to a monetary order as claimed?  
Should the landlord be ordered to perform repairs or provide services?  
Should the tenant be permitted to reduce her rent?

### Background and Evidence

The parties agreed that the tenancy began on or about February 28, 2015 and that monthly rent is set at \$800.00 per month.

The tenant testified that when she viewed the rental unit, she confirmed with the landlord that she would have control over the heat in the unit and was assured that this was the case. She stated that since the beginning of the tenancy, the heat in the rental unit has been excessive and despite having turned off her thermostat, the radiators continue to produce heat. She testified that at one point a plumber adjusted both of the radiators in the suite, but this did not resolve the problem. The tenant testified that she has contacted the landlord at least a dozen times and the issue with the heat still has not been resolved.

The landlord's agent testified that the landlord has done everything possible to address the tenant's complaints and noted that the tenant and her sister, who lives in the unit next door to the subject unit, are the only tenants in the building who complaint about

excessive heat. She testified that the landlord has been in the rental unit and has not found it excessively warm.

The tenant seeks an order compelling the landlord to repair the heating system and either monetary order equivalent to one month's rent to compensate her for the discomfort she has experienced or a future rental reduction.

### Analysis

The tenant bears the burden of proving her claim on the balance of probabilities. In order to succeed, the tenant must prove not that she feels too warm in the rental unit, but that the heating system is malfunctioning and that the unit actually *is* too warm to live in comfortably. The tenant has not provided a record of actual temperatures inside the unit for the period in question and without objective data, I am unable to conclude that the unit is excessively warm and I find that the tenant has not proven that the landlord is in breach of the Act or tenancy agreement. For this reason, I dismiss the claim in its entirety.

### 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: May 25, 2015

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Residential Tenancy Branch

