



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MNDC LRE LAT RR

Introduction

This hearing dealt with the tenant's application for monetary compensation, as well as for an order setting conditions on the landlord's right to enter the rental unit; an order allowing the tenant to change the locks; and an order allowing the tenant to reduce the rent for repairs, services or facilities agreed upon but not provided.

The tenant, a person assisting the tenant, both landlords and a witness for the landlord all participated in the teleconference hearing.

Preliminary Issues

Tenant's Electronic Evidence

The landlord acknowledged receiving the tenant's application and documentary evidence, but they stated that they did not receive the tenant's USB. The tenant stated that the landlord refused to accept the USB. The tenant stated that she had no witness or other evidence to confirm that she attempted to serve the landlord the USB but the landlord refused. The female landlord stated that she was not even at home that day.

I found that the tenant did not provide sufficient evidence to establish that she attempted to serve the USB on the landlord. For reasons that I detail in the analysis portion of this decision, I found the tenant to lack credibility. I did not admit the tenant's USB, as it was not served on the landlord.

Landlord's Evidence

The tenant stated that she did not receive the landlord's evidence. The landlord stated that they personally served the tenant with their evidence one week before the hearing. The landlord's daughter, who appeared as a witness, gave testimony that she was present and witnessed her parents serve the tenant with their evidence in the afternoon on Monday, November 14, 2016.

I found that the landlord was more credible than the tenant, as detailed in the analysis portion of this decision, and I admitted the landlord's evidence.

Partial Settlement Agreement

During the hearing the parties were able to come to an agreement regarding some aspects of the tenancy, as follows:

- 1) the tenancy will end on December 21, 2016. The landlord is entitled to an order of possession for this date; and
- 2) the tenant consents to the landlord entering the rental unit, without written notice in advance, during the period of November 21 to 26, 2016 to repair the plumbing for the kitchen sink.

The tenant and the landlord could not come to an agreement regarding heat or monetary compensation. I therefore heard affirmed testimony from the parties and gave them full opportunity to present their admissible evidence. I have reviewed all testimony and other admissible evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Should I order the landlord to repair the heat in the rental unit?
Is the tenant entitled to monetary compensation?

Background and Evidence

The tenant rents a suite in the lower portion of the landlord's house. The landlord and their family reside in the upper portion of the house.

The tenant stated that the rental unit has no heat, and it has been going on for more than a month. The tenant stated that the landlord told her that there was a problem with the boiler and he was going to fix it, but then he did not. On the date of the hearing, the tenant was going to be bringing home an electric heater. The tenant did not want the landlord to give her another heater.

The tenant claimed monetary compensation in the amount of \$5,000.00. In the hearing, when I asked the tenant to explain how she arrived at this amount, she stated that she was not thinking straight when she made the application. The tenant then described several issues and events apparently related to her claim for compensation, including claiming that the landlord entered her rental unit without notice, and the male landlord touched her inappropriately. The tenant stated that she has called the police about the landlord's behaviour.

The landlord denied the tenant's accusations. The landlord stated that there is nothing wrong with the heat, and they previously offered to get the tenant a heater but she refused. The landlord denied entering the rental unit without permission, and the male landlord denied ever touching the female tenant inappropriately.

As part of their evidence the landlord submitted a letter purportedly written by the tenant's father. In this letter the tenant's father wrote that his daughter "has difficulty separating reality from imagination." He wrote that his daughter "has fought with every landlord she has had for the past 25 years, often calling the police on them or threatening to report them to the Residential Tenancy Branch...." The landlord stated that the tenant has been behaving as described in detail in the letter from the tenant's father, including calling the police on them and making false accusations.

Analysis

I find that it is not appropriate for me to either order the landlord to repair the heat or grant the tenant monetary compensation. I did not find the tenant to be credible. Her testimony was vague, unsupported by clear evidence and sometimes contradictory. The tenant was not reasonable on several points, including the issue of the heat. The tenant did not clearly outline or support her monetary claim. Conversely, the landlord's evidence, including their testimony, was clear, logical and credible.

For these reasons, I dismiss the remainder of the tenant's claim.

Conclusion

The parties reached a partial settlement, as recorded above.

The remainder of the tenant's 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: November 23, 2016

Residential Tenancy Branch

