



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: OLC RP

### **Introduction**

Only the landlord/respondent attended the hearing and gave affirmed testimony that they were served with the tenant's application by registered mail. The tenant applies pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) That the landlord obeys the Act and does necessary maintenance and repairs pursuant to sections 32 and 33 to restore consistent heat to the unit.

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

Has the tenant proved on the balance of probabilities that the landlord has not maintained the property contrary to sections 32 and 33 of the Act and are they entitled to orders that the landlord do necessary repairs to maintain consistent heat?

### **Background and Evidence**

Only the landlord respondent attended and was given opportunity to be heard, to provide evidence and to make submissions. The undisputed evidence is that the tenancy commenced May 1, 2016, rent is \$895 a month and a security deposit of \$447.50 was paid. The landlord said the matter had been settled and she understood the tenants would withdraw this application. However, it is still on the schedule for today.

The landlord said the tenants had complained about inconsistent heat but they have the heating pre-set and according to their documents in evidence, a plumber/investigator confirmed recently the system was fine. However, the local health authority came and monitored the heat in the tenants' unit on October 4, 2016 and found it dipped to 21.0 degrees centigrade and the City's Bylaws state heat must be available in all rooms of the unit at 22 degrees Celsius. The landlord was ordered to comply with this Bylaw. The landlord said they are complying and the matter was settled satisfactorily. They speculated the dip to 21 degrees Celsius may have been due to an open window.

Included with the evidence is a copy of the letter from the health authority which the landlord acknowledged receiving.

On the basis of the documentary and solemnly sworn evidence presented for the hearing, a decision has been reached.

**Analysis:**

I find the matter has been settled and the health authority is monitoring compliance with the City Bylaw. The tenant did not attend the hearing to dispute that the heating is not in compliance now. I dismiss the application of the tenant.

**Conclusion:**

I dismiss the application of the tenant. The filing fee was waived so is not awarded.

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 22, 2016

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Residential Tenancy Branch