



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding GATEWAY PROPERTY MGT.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDC, FF

### Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* (the "Act") for:

- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to recover their filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing via conference call and provided affirmed testimony. Both parties confirmed the tenants served the landlord with the notice of hearing package and the submitted documentary evidence. The landlord also confirmed receipt of the tenants' notice of hearing package and the submitted documentary evidence. No service issues were made. I accept the undisputed affirmed evidence of both parties and find that both parties have been sufficiently served as per section 90 of the Act.

### Preliminary Issue

At the outset it was clarified with both parties that the tenants amended their monetary claim from \$900.00 to \$700.00 which consists of: \$300.00 Compensation, recovery of overpaid hydro bills over a 3 year period due to low hot water temperature levels; \$300.00 Compensation, endangering self (tenants) for carrying boiling water in pots from kitchen to bathroom for use and recovery of the \$100.00 filing fee. The landlord acknowledged their understanding. The hearing proceeded on this basis.

### Issue(s) to be Decided

Are the tenants entitled to a monetary order for money owed or compensation and recovery of the filing fee?

## Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

The tenants seek an amended monetary claim of \$700.00 where the tenants claim that over a 3 year period, the tenants suffered from "water not as hot as previous years". The tenants claim that the landlord was verbally advised of a lower than "hot" water temperature for which no action was taken by the landlord. This consists of:

\$300.00	Compensation, recovery of hydro costs over a 3 year period
\$300.00	Compensation, endangerment of self re: boiling and transfer water from kitchen to bathroom
\$100.00	Recovery of Filing Fee

The tenants claim that the landlord was verbally notified of a hot water temperature issue which started in 2014 in the spring of 2015. The tenants claim that no action was taken by the landlord which forced the tenants to suffer a cost increase in their hydro for boiling additional hot water for use in the bathroom. The landlord's agents confirmed that an issue over the hot water temperature was reported by the tenants. The landlord's agents stated she attended and investigated the issue and found no hot water temperature issue. The landlord's agent despite this referred the matter to the maintenance section of the company and that a plumber was dispatched for an inspection. The landlord's agents stated that the plumber's inspection found no temperature issues and the tenants were informed. The tenants also rely on a submitted copy of their hydro bills which shows consumption levels increasing from 2015 through to 2017. The tenants also stated that the \$300.00 compensation sought for "endangering self" was an arbitrary amount because the tenants "felt it was a dangerous situation" boiling hot water and transferring it from the kitchen to the bathroom for use.

## Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the

agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.

In this case, I accept the disputed evidence of both parties and find on a balance of probabilities that the tenants have failed to establish a claim for the \$700.00 claim. The tenants have claimed that the hot water temperature was not “hot” enough, but the landlord’s agents have disputed this claim stating that the property manager had inspected and found no temperature issues which was subsequently inspected by the landlord’s in-house plumber. The plumber found no “issues” with the hot water temperature. On this basis, I find that there is insufficient evidence that a hot water “temperature” issue existed. I also find based upon the evidence of both parties that the landlord responded reasonably and inspected the reported issue. As such, the tenants’ application is dismissed.

### Conclusion

The tenants’ application 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: November 16, 2018

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Residential Tenancy Branch