



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

PSF, MNDC, RR, FF

### **Introduction**

This hearing was convened in response to an application filed by the tenant on December 18, 2018 seeking Orders under the *Residential Tenancy Act* (the Act). At the outset of this hearing the tenant orally amended their claim seeking solely compensation for lack of hot water over a period in the latter portion of the tenancy, and to recover their filing fee.

Both parties participated in the hearing and provided testimony. The parties acknowledged exchange of evidence. Therefore, the hearing proceeded on merits of the tenant's claims. The parties were provided opportunity to settle their dispute to no avail. They were also provided opportunity to present all relevant evidence and testimony in respect to the claim and fully participate in the conference call hearing. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present. The parties were informed that only *relevant evidence* would be considered toward a final and binding Decision.

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

Is the landlord responsible for the tenant's lack of hot water?  
Is the tenant entitled to recover their filing fee?

*The burden of proving loss rests on the claimant tenant.*

### **Background and Evidence**

This tenancy started December 2012. Neither party disputed the tenant's statement

they vacated March 11, 2019. During the tenancy the payable monthly rent was \$770.00. The tenant occupied the lower accommodations and the landlord occupied the upstairs accommodations above the rental unit.

The tenant claims \$600.00 for what they explained was a lack of *hot water* pressure. The tenant claims the landlord intentionally reduced the pressure of the hot water supply in retaliation for historical and continuing animosity between the parties. It is undisputed the parties have endured repeated dispute resolution proceedings filed by the tenant as indicated in the *style of cause* page of this matter and both parties spoke of pending actions in the Supreme Court between them.

The tenant claims that since a hearing in November 2018 the landlord reduced the hot water pressure whenever the landlord heard the tenant turning on the hot water. The tenant provided video files stating as much, and showing the water pressure of the hot water side at a trickle on fully opening the hot water tap. The tenant claims the pressure reduction began November 27, 2018 and occurred whenever the landlord knew the tenant was using hot water, up to the end of the tenancy March 11, 2019. The tenant testified that in response to the lack of hot water they boiled a kettle of water and that it was at a great inconvenience to them.

The landlord denied turning off the hot water supply to the unit whenever the tenant turned on the hot water and could not otherwise account for the claimed reduced pressure. However, the landlord provided that they have growing children who seem to shower often and that the water supply to the rental unit is also that of their upstairs accommodation, but that the plumbing circumstances did not altered on November 27, 2018. The landlord testified that the tenant was known to deplete the hot water supply by turning on the hot water taps and allowing the hot water to flow freely, then claiming they had no hot water. The landlord confirmed that the hot water supply side would not reduce to a trickle when out of hot water, but would simply then run cold. The tenant reiterated that their video evidence speaks for itself and that the disputatious tenancy relationship as a whole should be taken into account when determining the landlord's credibility.

### **Analysis**

On preponderance of the relevant evidence and on the balance of probabilities, I find as follows.

It is clear from the evidence that there exists a toxic relationship between the parties

and the tenant made it clear there are further proceedings, “heading toward the RTB” related to this ended tenancy. Further, it must be known that if a finding related to credibility were required in this matter, a troubled and toxic relationship, more likely than not, would cause one to question the credibility of both parties.

In respect to the matter at hand, the tenant gave no indication the lack of hot water pressure was a continuous deficiency starting in November 2018, to March 2019, and I have not been presented with any evidence of *how or when* the landlord would know when the tenant was turning on the hot water. In that absence I find the tenant’s version of events of the landlord engaging in a campaign of selectively turning off the hot water supply to the tenant’s unit, does not make sense. Moreover the evidence is wholly insufficient to aptly prove that by their conduct the landlord caused the tenant’s loss of hot water pressure. I am not satisfied the tenant has met their burden to prove on a balance of probabilities that the actions of the landlord caused a reduction in the hot water pressure to the rental unit.

As a result of all the above I **dismiss** the tenant’s application in its entirety, *without leave to reapply*.

### **Conclusion**

The tenant’s application is dismissed.

**This Decision is final and binding.**

*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: April 10, 2019

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Residential Tenancy Branch