

# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## **DECISION**

### **Dispute Codes:**

MNDC, FF

### **Introduction**

This hearing dealt with an application by the tenant for a monetary order to recover costs associated with ensuring electrical utilities services to the rental unit, in the absence of the landlord providing such services under the name of the landlord. The application is inclusive of recovery of the filing fee associated with this application. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on December 15, 2008, the landlord did not participate in the conference call hearing.

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

Is the tenant entitled to the monetary amounts claimed?

### **Background and Evidence**

The tenancy began on December 1, 2007. Rent in the amount of \$800 is payable in advance on the first day of each month, subject to any previous Order by a Dispute Resolution Officer. Until several months ago, the electric and gas utilities, for which the tenant has been advised is one third (1/3) responsible under the terms of the tenancy, were in the name of the major tenant upstairs who paid two thirds (2/3). That tenant vacated their rental unit and allowed the electric utilities to lapse, and disconnection ensued, leaving the applicant with no electric service. The landlord would not take responsibility to assume the electric utilities service and the applicant was forced to assume the service, including all arrears and costs to re-establish the service.

During the hearing, the tenant advised that he thinks he came to terms with the landlord about the current outstanding costs, totalling \$526.99, for arrears in electrical services, re-connection of same, and account setup fee for same. These costs were deducted by

the tenant from recent rent and the balance of the rent paid to the landlord. According to the tenant's testimony, he is not confident that this arrangement will be acceptable to the landlord on an ongoing basis. He is also concerned that the gas utilities service will soon be disconnected as this utility is in arrears now and a notice of disconnection, the tenant has been advised, is forthcoming. The tenant testified that he has spoken with the landlord who has advised the tenant he is not agreeable to assuming responsibility for this utility, either. As the major rental unit in the home has been and remains vacant, the tenant is concerned that he is being asked to take on a financial burden for which he may be left financially responsible, as his name is on the utilities invoice, in that there is no formal arrangement in place.

### **Analysis**

Based on the tenant's testimony, and in the absence of any term within a tenancy agreement I find it is an implied term of the tenancy that the tenant (applicant) is solely responsible for **one third (1/3)** of all utilities supplied to the building in which this rental unit is situated. It is assumed, but not defined, that the applicant is permitted to pass on the balance of the utilities above which he is not responsible.

### **Conclusion**

In the absence of any stated arrangement respecting the payment or sharing of utilities, I order that the tenant may deduct two thirds (2/3) of all utilities in his name from rent due the following month. The tenant is further entitled to recovery of the **\$50** filing fee for this application, which the tenant may deduct from the rent for March 2009.

Dated February 03, 2009