



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

MNSD

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Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant requesting a rent reduction due to the landlord imposing extra hydro costs onto the tenant for the duration of the tenancy from October 2007 until June 6, 2009. Both parties attended and gave affirmed testimony in turn. The tenant's application did not specify the amount of damages being sought.

Issue(s) to be Decided

At this hearing, the issue to be determined, based on the evidence was:

- Whether the landlord was in breach of the Act by imposing charges on the tenant and demanding payment outside of the sanctions of the Act.
- Whether the tenant is entitled to a rent abatement due to devaluation of the tenancy.

Background and Evidence

The tenant testified when the tenancy began in October 2007, the hydro was supposed to be included because there were two separate rental units using the same meter. The tenant testified that the landlord then insisted that the tenant must put the hydro in the tenant's name, despite the fact that this was never part of the tenancy agreement and despite the fact that part of the hydro was being used by the tenant in the other unit. The

tenant testified that the landlord left it up to the tenant to collect hydro payments from the occupant of the landlord's other unit in order to reimburse the tenant for this other party's share of the hydro. The tenant testified that when the occupant of the landlord's other rental unit left without paying the hydro, the tenant was stuck with a large hydro bill in his own name and the tenant owed \$3,375.60 to the hydro company. The tenant testified that this was not following the agreement and was unfair. The tenant did not explain why he did not act during the tenancy, which ended on June 6, 2009. However, the tenant is seeking reimbursement for the hydro owed.

The landlord testified that the tenant agreed to have the hydro in his name and collect a portion from the occupant of the landlord's other rental unit. The landlord testified that rent was \$550.00 and he wanted, "nothing to do with the hydro." The landlord testified that the tenant was granted a free month rent in March 2009, paid only \$200.00 for April and paid nothing for May or June 2009.

The landlord acknowledged that no application for dispute resolution had ever been made in regards to the alleged damages arising out of the tenancy relationship. The landlord stated that the tenant had actually left a debt of \$2,000.00 in rental arrears.

I found that each party had incurred some potential liability. The landlord had imposed an unconscionable term on the tenant by requiring the tenant to manage the utilities and collect from a third party who had a tenancy agreement with the landlord. This left the tenant in a position where the occupant of the landlord's other unit was able to impose an extra cost on the tenant by failing to pay the utilities and because the other occupant only had a tenancy agreement with the landlord, the tenant would be denied any recourse under the Act to collect from this individual. The tenant had failed to make an application in a timely fashion when the unfair situation started, had neglected to include the monetary claim in the application and did not provide copies of the invoices to support the claim, all of which could affect the merits of the claim. Moreover, the amount that the tenant owed the landlord for unpaid rent, was equal to more than half of the utilities currently owed by the tenant. Given the above, a mediated discussion

ensued and the parties both agreed that the matter was settled and that the tenant would abandon the tenant's claim for utilities if the landlord committed not to pursue any rental arrears or other damages.

Accordingly, and reflecting the intentions of the parties in this matter, I hereby find that all issues arising from this tenancy relationship are resolved and that each party has agreed not to seek further compensation from the other.

Conclusion

Accordingly, having reached a mutual agreement, I find that both parties have committed that this resolution serves to end any and all outstanding claims that have or may in future arise. By consent of the parties, I hereby dismiss the tenant's application without leave.

July 2009

Date of Decision

Dispute Resolution Officer