



Dispute Resolution Services

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

Decision

Dispute Codes: MNDC OLC PSF O

Introduction

This hearing dealt with an application by the tenant for an order that the landlord comply with the Act, regulation or tenancy agreement, an order that the landlord provide services or facilities required by law and a monetary order for compensation under the Act. The tenant and two landlords participated in the teleconference hearing.

Issue(s) to be Decided

Should the landlord be ordered to comply with the Act and provide services or facilities required by law?

Is the tenant entitled to monetary compensation?

Background and Evidence

The evidence of the tenant was as follows. The tenancy began on October 1, 2007, with monthly rent of \$600 and \$60 per month for utilities. There was no written tenancy agreement. The rental unit is a basement suite in a house, with the upper portion of the house occupied by other tenants in a separate tenancy. The utilities for the house are in the landlord's name.

During this year, the tenant has had problems with the landlord attempting to collect more than \$60 per month from her for utilities, and making continual threats to cut off the utilities for the house. On September 14, 2009 the tenant discovered that she did not have any hot water. The landlord had apparently shut off the gas to the house, and

as a result the tenant had no hot water or heat. The tenant called BC Hydro and discovered that the landlord had attempted to take the hydro out of their name and put it in the tenant's name. BC Hydro was planning to shut down the hydro. The tenant has had no heat or hot water since September 14, 2009, and has had to go elsewhere to shower. The tenant has applied for compensation of \$500.

The response of the landlord was as follows. The landlord bought the house in 2006, and the tenant was already living there. The landlord asked the tenant to sign a written tenancy agreement, but the tenant refused to do so. The landlord agreed that the tenant was paying \$60 per month for utilities. The landlord stated that the utilities for the rental house have been increasing and the tenants in both suites have been refusing to pay, so the landlord no longer wants to have the utilities in their name.

Analysis

A new owner who inherits a tenancy with the purchase of a rental unit must abide by the original terms of the tenancy agreement between the tenant and the original landlord, whether the tenancy agreement is in writing or not. A landlord cannot require a tenant to sign a new tenancy agreement after the tenancy has commenced. The landlord may only change the rate that the tenant pays for utilities with the agreement of the tenant. The landlord must not terminate or restrict an essential service or facility such as heat, hot water or electricity.

In this case, the landlord inherited the tenancy when they purchased the rental house, and they must abide by the terms of the original verbal agreement. The landlord could not require the tenant to sign a new tenancy agreement without the tenant's consent. The tenant paid \$60 per month for utilities, and the landlord cannot change that rate without the consent of the tenant. The landlord could not require the tenant to have the utilities put into her own name. The landlord committed a serious breach of the *Residential Tenancy Act* by cutting off the gas and depriving the tenant of heat and hot water.

I find that in the circumstances it is appropriate to order the landlord to comply with the Act, regulation or tenancy agreement, and order the landlord to provide services or facilities required by law. I further find that the tenant is entitled to the full compensation of \$500, given the landlord's act of depriving the tenant of heat and hot water for more than three weeks as well as the landlord's repeated attempts to change the terms of the tenancy without the tenant's consent.

Conclusion

I hereby order that the landlord comply with the Residential Tenancy Act, regulation and the tenancy agreement, particularly in regard to utilities. The tenant is required to pay \$60 per month for utilities, and the landlord may not change this amount or require the tenant to put the utilities into her own name without the tenant's consent.

I further order that the landlord immediately restore gas to the rental unit. The landlord may not take steps to have the hydro cut off. If the landlord does not immediately comply with this order, the tenant may apply for further compensation.

The tenant is entitled to compensation of \$500, which she may deduct from her next month's rent.

Dated October 9, 2009.