



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes CNE, MNDC, OLC

Introduction

This hearing dealt with an application by the tenant for an order setting aside a notice to end this tenancy, a monetary order and an order that the landlord comply with the tenancy agreement. Both parties participated in the conference call hearing.

At the hearing the tenant advised that she had vacated the rental unit and that the only claim with which she wished to proceed was the monetary claim. I consider the claim for an order setting aside the notice to end tenancy and the order for the landlord to comply with the tenancy agreement.

Issue to be Decided

Is the tenant entitled to a monetary order as claimed?

Background and Evidence

The rental unit is located in the garage of a property on which is located a house which has been occupied by other tenants. The tenant testified that she took occupancy of the rental unit under a verbal agreement with the landlord that no rent would be payable and that the landlord would pay for hydro costs. The tenant testified that in or about January of 2009, several months into the tenancy, the landlord put the hydro account for the entire property into the tenant's name and forced the tenant to pay the hydro bills for the remainder of the tenancy. The tenant testified that she paid the hydro bills and did not file a dispute earlier in the tenancy because she needed a roof over her head.

The landlord and her witness testified that the original agreement was that the tenant would pay the hydro for the rental unit, which is separately metered from the rest of the property. The landlord and her witness further testified that prior to January 2009, the landlord would pay for hydro, mail the bills to the tenant and the tenant would pay the hydro. In January the landlord asked the tenant to put hydro in her own name as she was not keeping up with the bills. The landlord testified that the tenant is the one who put the hydro account in her name.

The tenant seeks to recover all the hydro paid during the tenancy.

Analysis

The tenant bears the burden of proving her claim on the balance of probabilities. In order to prove her claim, the tenant must prove that the verbal agreement she had with the landlord required the landlord to pay the hydro bills. I am not satisfied that this was the case. I find it unlikely that the landlord would have been able to change the hydro account to the tenant's name without her permission and I further find that as the tenant paid the hydro bills without complaint during the tenancy, it is more likely than not that the parties had agreed that the tenant would be responsible for hydro costs.

Conclusion

For the reasons given above I dismiss the tenant's claim.

Dated: October 18, 2010

Dispute Resolution Officer