



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNDC, OLC, RP, O

Introduction

This was an application by the tenant for a monetary order and for other relief. The hearing was conducted by conference call. The tenant and the landlord participated in the hearing, as did the landlord's wife. In addition to a monetary order the tenant requested an order that the landlord comply with the *Residential Tenancy Act*; she requested a repair order and other relief. At the hearing the tenant said that all issues had been dealt with save for her request for a monetary order.

Issues(s) to be Decided

Is the tenant entitled to a monetary order and if so, in what amount?

Background and Evidence

The rental unit is a log house on the landlord's property. The rental unit has a propane stove in the living room area, but otherwise it is heated by electrical baseboard heaters. The appliances including the washer and dryer and the kitchen stove are powered by electricity. The landlords live in a separate house on the property. The rental unit and the landlord's house have separately metered supplies of electricity, but the landlord has a shop or garage structure on the property whose electrical service is on the same circuit as the rental unit. The shop is for the sole use of the landlord and any electrical use in the shop is billed to the tenant's hydro account.

The tenancy began on November 1, 2009. There is no written tenancy agreement. The tenant testified that the landlord told her before she moved in that she would be responsible for mowing approximately a half acre of lawn and that the tenant would pay the electrical bill, of which \$20.00 per month was attributable to the landlord's use of the shop.

The tenant submitted copies of her hydro bill. She said that she was told by an electrical inspector that her hydro usage was excessive. The tenant claimed that the landlord regularly used electrical tools in the shop and this resulted in a huge increase to her Hydro bill. She said that an electrical inspector told her that a loud humming sound came from the shop and was due to the landlord's use of a machine for drying paint or epoxy. She requested payment of the sum of \$665.00 as compensation for her increased hydro bills over the period from November 1, 2009 to August 30, 2010.

The landlord testified that he has used the shop principally for storage. It is unheated and he has only used a table saw on a couple of occasions when he cut some wood flooring material. He testified that he has no heating or drying equipment in the shop and has never used it for that purpose. The landlord said that the monthly rent for the rental unit took into account the landlord's hydro use. He said the rent was lower than it otherwise would have been. The landlord produced copies of the hydro bills for the rental unit for the former tenant of the unit. The landlord noted that the former tenant's hydro bills were higher than the tenant's bills. He submitted that the tenant's bills were not unusual given that the unit was electrically heated and all the appliances were electric.

Analysis and Conclusion

The tenant claimed that she had what amounted to expert evidence from an electrical inspector and from an employee at BC Hydro that established her hydro bills were excessive and the excess amount was due to the landlord's use of power in the shop. The tenant has not provided any documentary evidence or written statements to support

her position. She does not have any log or written particulars of the landlord's use of the shop. In the absence of such evidence I accept the landlord's sworn testimony that his use of electricity in the shop was relatively inconsequential and was accounted for in the rent set for the unit.

I find that the tenant has failed to show on a balance of probabilities that her hydro bill has been significantly increased by the landlord's use of the shop and I dismiss the tenant's claim for a monetary order without leave to reapply. The remainder of the tenant's claims have been abandoned and they are dismissed as well.