

DECISION

Dispute Codes:

MNDC

Introduction

This is the Tenant's application for a Monetary Order for compensation for damage or loss.

The parties gave affirmed testimony.

Issue(s) to be Decided

- Is the Tenant entitled to a monetary order in compensation for excessive hydro charges?

Background and Evidence

This tenancy began on September 1, 2009 and ended on February 28, 2010. The rental unit is the upstairs 2 bedroom suite in a house. At the beginning of the tenancy, the Landlord and Tenant agreed that the hydro would be placed in the Tenant's name and that the downstairs tenants would pay ½ of the hydro charges directly to the Tenant. There was no written agreement.

The Tenant testified that the downstairs tenant didn't pay her anything for hydro. She stated that the hydro bill for February, 2010, was \$636.01. The Tenant paid a portion of the bill (\$103.00) and closed the account at the end of February, 2010. The Tenant testified that the Landlord also occasionally stayed at the rental property, in a separate

suite. The Tenant stated that all of the hydro was on her meter and that the Landlord used the hydro when he stayed at the rental property. The Tenant is seeking compensation from the Landlord in the amount of \$636.01 because he and the downstairs tenant did not pay for their share of the hydro.

The Landlord testified that he occasionally stayed in the double garage/storage area at the rental property. He stated that he used hydro from the adjacent property, which he also owned, and would access the power with a long orange extension cord. He testified that he did not use the power from the rental property. The Landlord stated that it was up to the two tenants to work out the hydro charges for the rental property between themselves.

Analysis

The Tenant agreed to have the hydro in her name and that the downstairs tenant would be responsible for paying their share (1/2) of the hydro. Therefore, the agreement with respect to hydro usage was between the Tenant and the downstairs tenant. The Residential Tenancy Branch has no jurisdiction to decide issues between tenants.

With respect to the Tenant's claim against the Landlord for use of her hydro, it is the Applicant/Tenant's responsibility to prove her claim. There was no documentary evidence provided by the Tenant. The Tenant did not provide sufficient evidence (i.e. the amount of hydro the Landlord allegedly used; or a copy of the hydro bills for the period of time she lived at the rental unit to indicate how much additional power was being used when the Landlord stayed at the rental property).

The Tenant's application is therefore dismissed.

Conclusion

The Tenant's application is dismissed.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: November 22, 2010.
