



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC

Introduction

This was a hearing with respect to the tenant's application for a monetary order. The hearing was conducted by conference call. The tenant called in and participated in the hearing. The landlord called in ten minutes after the scheduled time for the hearing.

Issue(s) to be Decided

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

Background and Evidence

The rental unit is a suite in a house in Prince George. The tenant responded to an internet advertisement and rented the unit from a woman named S.S. The tenancy started on March 1, 2012. The rent was \$665.00 and the agreement said that the tenant was responsible for part of the utilities. She said that she was told that the utilities would be split and she would pay 35%. Later she said that she should only have been responsible for 15% of the utilities. The tenant claimed that the landlord made her sign a new tenancy agreement that made her responsible for paying 50% of the utilities. The said she was coerced into signing the agreement for fear that she would be evicted if she didn't sign. The tenant said she was entitled to additional compensation because she had to perform landlord duties by communicating with the upstairs tenants on two occasions in September. The tenant also said she should receive \$300.00 compensation for the "horrible things that were said about me, and the issues with anxiety that arose from his callous behaviour...He has alienated me from friends and family."

In September the landlord served the tenant with a one month Notice to End Tenancy because the tenant sublet a portion of the rental unit with the landlord's consent. The tenant moved out at the end of September.

The tenant claimed compensation in the amount of \$140.00 for amounts she paid for utilities. The tenant did not submit any utility bills, but she said this is the amount she should be reimbursed.

In April the landlord attended at the rental unit. The tenant said that he coerced her into signing a new tenancy agreement that oblige her to pay for 50% of the utilities. She said that she signed the agreement because she was afraid she would be evicted if she refused.

The tenant complained that the landlord made disparaging remarks about her to her friends and family; she claimed \$300 compensation for the remarks made by the landlord.

The landlord testified that he did not agree to rent to the tenant and the tenancy was made without his approval. The original tenancy agreement did not set a precise amount or a formula for utility payments; it said only: "Tenant Pays Partial Utilities" and this is why it was necessary to redraft the agreement to contain an ascertainable payment provision. The landlord denied that he made inappropriate remarks to the tenant's family. He said that he gave the tenant a one month Notice to End Tenancy when he discovered that she had sublet a part of the rental unit without his permission.

Analysis and conclusion

The tenant claimed compensation for amounts she overpaid for utilities. She did not provide any documents to show what amounts she did pay. The original tenancy agreement contained a vague and unworkable provision for utility payments. The landlord prepared an enforceable provision and the tenant signed it. I was not provided with convincing evidence that the tenant was under duress or coerced into signing the agreement; in any event she has provided evidence to establish the amount of her claim for utilities and it is therefore dismissed without leave to reapply.

The tenant did not show that she performed any significant duties for the landlord; this claim is also denied. Finally, the tenant accused the landlord of making disparaging remarks about her. The landlord denied making inappropriate or untrue remarks. I find that the tenant has failed to show that there is a proper ground to entitle her to compensation for remarks that may have been made by the landlord. Such a claim amounts to a claim for defamation of character and I do not have jurisdiction to deal with such a claim.

The tenant's application for dispute resolution is dismissed without leave to reapply.

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: February 12, 2013

Residential Tenancy Branch

