



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDC, FF, O

### Introduction

This is an application filed by the Tenant for a monetary order for money owed or compensation for damage or loss, recovery of the filing fee and an order to have the utilities changed into the name of the Landlord.

Both parties attended the hearing by conference call and have confirmed receipt of the Tenant's notice of hearing package. Both parties have also confirmed receipt of the Tenant's 1 page of documentary evidence and the Landlord's 4 pages of documentary evidence. I am satisfied that both parties have been properly served with the notice of hearing package and the submitted documentary evidence of each party.

### Issue(s) to be Decided

Is the Tenant entitled to a monetary order?

Is the Tenant entitled to an order to change the utilities from her name into the name of the Landlord?

### Background and Evidence

Both parties agreed that there is a signed tenancy agreement, but that neither party has submitted a copy.

The Tenant seeks a monetary order for \$910.94 for recovery of 40 of the hydro and an order for the hydro account to be changed into the Landlord's name or their designate.

The Tenant states that both parties agreed when the Tenancy began that the hydro would be in the Tenant's name and that she would collect the 40% due from the other Tenant as her share would be 60% of the bill. The Tenant states that she has had repeated problems collecting the other Tenant's portion of the hydro and recently is

\$910.94 in arrears. Both parties agreed the other Tenant has vacated the rental unit and is no longer residing on the property. Both parties also agreed the hydro account is currently de-activated and would require a reconnection and a fee for which the Tenant refuses to do so. The Landlord states that the Tenant's tenancy agreement requires the Tenant to have the hydro in her name. The Tenant disputes this stating that there is no conditions/requirement on the signed tenancy agreement for the hydro to be in her name. The Landlord states that the previous other Tenant has been known to be frequently late paying the hydro, but was informed by that other Tenant that the 40% hydro payments were made. The Tenant relies on a spreadsheet from hydro, a "Electric Billing History" for which she relies on for the 40% calculation of hydro from the other Tenant. Both parties agreed that the other rental unit is currently occupied by a new Tenant.

### Analysis

When a party makes a claim for damage or loss the burden of proof lies with the applicant to establish their claim. To prove a loss the applicant must satisfy the following four elements:

1. Proof that the damage or loss exists,
2. Proof that the damage or loss occurred due to the actions or neglect of the other party in violation of the Act, Regulation or tenancy agreement,
3. Proof of the actual amount required to compensate for the claimed loss or to repair the damage, and
4. Proof that the applicant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

I find that the Tenant has failed to provide sufficient evidence to satisfy me that the \$910.94 (40%) of the hydro was unpaid by the other Tenant. The Tenant has failed to provide any details of the losses claimed or proof of an actual amount required for compensation for the loss. The Tenant has also failed to provide any details of any demand of payments from the other Tenant that any hydro arrears were owed. This portion of the Tenant's Application is dismissed without leave to reapply.

As for the Tenant's request for an order changing the name on the hydro account from the Tenant's name to that of the Landlord or Landlord's designate, I find based upon the testimony of both parties that she has been successful. The Landlord claimed that there was a requirement for the Tenant to have the hydro in her name, which is disputed by the Tenant. I find that it is reasonable when sharing a hydro meter that the Landlord be the party to be responsible in the collection of the utilities as there is no requirement that the Tenants collect from themselves and that there is no documentary

evidence that there is a requirement for the Tenant to have the hydro account in her name as part of the Tenancy. As agreed upon by both parties, the hydro account is currently inactive and requires a reconnection. I order that the Landlord immediately reconnect the hydro account in the name of the Landlord or their designate and that the hydro payments be collected by the Landlord from the Tenants as per the agreed proportionate split of 60% for the Tenant and 40% for the other Tenant.

I decline to make any order regarding the recovery of the filing fee as the Tenant has only been partially successful.

Conclusion

The Tenant's Application for a monetary order is dismissed without leave to reapply. The Tenant's Application to change the hydro account name to the Landlord or the Landlord's Agent is granted.

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: June 27, 2013

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Residential Tenancy Branch

