



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF, O

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for compensation - Section 67;
2. An Order to recover the filing fee for this application - Section 72; and
3. Other.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Tenant entitled to the monetary amounts claimed?

Is the Tenant entitled to recovery of the filing fee?

Background and Evidence

The tenancy started on August 1, 2010. Rent of \$725.00 is payable monthly.

The Tenant states that the tenancy agreement requires the Tenant to pay for the utilities for her premises and that although the Tenant has been paying for the electricity to her unit, she discovered that she is also paying for the utilities for a washer and dryer that is in the common area and used by the other tenant. The Tenant states that she is paying for the electrical usage for the washer and dryer and for the hot water to the washer.

The Tenant states that the Landlord informed her that the Tenant is also paying a portion

of the electricity used other tenant in the other tenant's unit. The Tenant claims \$1,131.00 for the costs of the extra electrical usage by the other tenant over the term of the tenancy and for a rent reduction of \$29.00 per month until the tenancy ends.

The Landlord does not dispute that the electricity costs for the washer and dryer and hot water costs for the washer and dryer includes the other tenant's usage for the washer and dryer but states that remaining electrical consumption to the other tenant's unit is paid by the Landlord on a separate meter. The Landlord states that the hot water tank in the Tenant's unit also supplies the hot water usage to the other tenant's unit. The Landlord states that the Tenant was verbally informed of these costs at the onset of the tenancy and that the tenancy agreement needs to be changed to reflect this.

Analysis

Section 7 of the Act provides that where a landlord does not comply with the Act, regulation or tenancy agreement, the landlord must compensate the tenant for damage or loss that results. In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that the damage or loss claimed was caused by the actions or neglect of the responding party, that reasonable steps were taken by the claiming party to minimize or mitigate the costs claimed, and that costs for the damage or loss have been incurred or established.

Accepting that the tenancy agreement only provides that the Tenant pay for utility costs to the Tenant's unit and that the Tenant is also paying for utility costs for the other tenant's use of the washer and dryer, I find that the Tenant is entitled to compensation for this extra cost that is not included in the tenancy agreement. Noting that although the Landlord disputes that the Tenant is paying any electrical costs to the other tenant's unit, the Landlord agrees that the Tenant is paying for the hot water costs to the other tenant's unit. As a result, I find that the Tenant is entitled to the compensation claimed and that this amount covers the extra utilities for both the electricity and hot water being used by the other tenant. I find therefore that the Tenant is entitled to **\$1,131.00** in compensation for losses between the start of the tenancy and to the end of October

2013. I also find that the Tenant is entitled to a rent reduction of **\$29.00** per month from November 1, 2013 and onwards to the end of the tenancy. As the Tenant has been successful with its application, I find that the Tenant is also entitled to recovery of the \$50.00 filing fee for a total monetary entitlement of **\$1,181.00**. I order the Tenant to reduce the rent as follows in full satisfaction of the monetary entitlement and the future rent reduction:

- For November 2012, the rent is reduced by \$725.00, plus \$29.00;
- For December 2013, the rent is reduced by the remaining \$456.00 plus \$29.00;
- For January 2014 and each month thereafter the rent is reduced by \$29.00.

Conclusion

I order the Tenant to reduce the rent as set out above in full satisfaction of the claim.

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: October 3, 2013

Residential Tenancy Branch