



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

PSF

Introduction

This Hearing was scheduled to hear the Tenants' application for an Order that the Landlord provide services or facilities required by law.

The parties gave affirmed testimony at the Hearing.

It was determined that the Tenants served the Landlord with their Notice of Hearing documents on November 2, 2014.

Preliminary Matters

The Tenants' application was amended to reflect the correct names of the Tenants.

The Tenants are applying to have the Landlord return the electric meter to the rental unit. They testified that utilities are included in the rent and that the Landlord disconnected the power to the rental unit in October, 2014.

The Landlord testified that the Tenants signed a tenancy agreement which clearly indicates that utilities are not included in the rent. Neither party provided a copy of the tenancy agreement in evidence. The Landlord testified that he provided the Tenants with a copy of the tenancy agreement after they signed it. The Tenants denied receiving a copy of the tenancy agreement.

The matter was adjourned to allow both parties to provide their best documentary evidence to prove their position. The matter was reconvened on November 24, 2014.

Issue to be Decided

Were utilities included in rent?

Background and Evidence

The rental unit is a house. The tenancy started on July 1, 2013. Rent is \$1,000.00 per month, due on the first day of the month. The Tenants paid a security deposit in the amount of \$500.00 at the beginning of the tenancy.

The Landlord testified that the utility company's union workers went on strike in July, 2013, and that for a long period of time thereafter, no one received bills from the utility company. He testified that the utility company, after realizing their mistake, forgave the outstanding utilities.

The Landlord testified that he removed his name from the utility bill in July 2013, because the Tenants were supposed to put the utilities in their name. He stated that the Tenants called him on May 2, 2014, and said that they could not get the utility company to put the bill in their name because they had a history of non-payment. The Landlord stated that he was concerned about his own credit rating, as owner of the rental unit. The Landlord stated that the parties came to an agreement that the Landlord would put the utilities back in his name and that the Tenants would pay him the arrears in installments. He stated that he received bill for \$805.81 on July 17, 2014, and that he gave the Tenants a copy of the bill on July 24, 2014. The Landlord testified that on September 2, 2014, the Tenants paid him \$140.00 towards the arrears. He testified that the Tenants have not paid anything further towards the arrears. On September 15, 2015, the Landlord received another bill in the amount of \$813.59, which he stated he gave to the Tenants on September 20, 2014. The Landlord stated that he was getting daily calls from the utility company. The Landlord testified that he paid \$550.00 out of his own pocket at the end of October, 2014, leaving a balance owing of \$955.36.

The Tenants denied that they were responsible for paying the utilities. The Tenants questioned the Landlord's statement that the utility company forgave outstanding utilities for over a year. They agreed that they had paid the Landlord \$140.00 towards outstanding utilities.

The parties disagreed with respect to who was responsible for removing the meter. The Landlord stated that the utility company removed the meter because the bills were not paid. The Tenants stated that the utility company told them that the Landlord asked the utility company to remove the meter.

The Landlord stated that it would cost \$600.00 to have the meter reinstalled.

I confirmed that the parties had served each other with copies of their documentary evidence, which consisted of the following documents:

Tenants' documents:

- Copy of a completed Ministry of Social Development and Social Innovation's Shelter Information form, dated October 1, 2013.
- 4 pages of hand written submissions.
- Copies of rent receipts.

Landlord's documents:

- Copy of a tenancy agreement signed by the parties on June 29, 2013.
- Copies of utility bills.
- Copy of an e-mail and attachment to the Landlord from the utility company, dated November 18, 2014.

The tenancy agreement indicates that utilities are not included in rent. The Shelter Information form indicates that utilities are included in rent. Each party accused the other of altering their respective documents.

The e-mail from the utility company attached a billing history which indicated when the utilities for the rental unit were in the Landlord's name for 2013 and 2014. The attachment indicates that the Landlord's name was removed on July 19, 2013, and was reinstated on July 16, 2014.

Analysis

The onus is on the party filing the Application (in this case, the Tenants) to provide sufficient evidence, on the balance of probabilities, to support their claim.

In this case, I find that on the balance of probabilities utilities were not included in rent and that it is the Tenant's responsibility to pay the utilities. I make this finding for the following reasons:

1. The Tenants agreed that they had paid the Landlord \$140.00 towards unpaid utilities.
2. I accept the Landlord's testimony that he had the utilities put back in his name because he had an arrangement with the Tenants to catch up on the arrears and that he was concerned about his own credit rating. Unpaid utilities can be charged against property taxes.
3. The Shelter Information form is not a tenancy agreement. I prefer the tenancy agreement over the Shelter Information form. The Landlord indicated that he had signed the Shelter Information form, but that the box which indicates that utilities are included in the rent was ticked after he signed the form. The section which contains that box also has a box to indicate whether or not a security deposit was required. That box is ticked "no". However, the tenancy agreement indicates that a security deposit of \$500.00 was paid. The Tenants did not dispute this.

Therefore, I dismiss the Tenants' application to order the Landlord to pay for reinstalling the electric meter. I find that this is the Tenants' responsibility as utilities were not included in rent.

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 30, 2014

Residential Tenancy Branch