



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, MNDC

Introduction

This hearing convened as a result of a Tenant's Application for Dispute Resolution in which she sought an Order that the Landlord comply with the Act by putting the electricity utility in the Landlord's name as well as an Monetary Order for money owed or compensation for loss under the Act regulation or tenancy agreement.

Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary Matter

The Tenant disconnected from the hearing on two occasions. This appears to have been unintentional, although she did not make further contact after the second disconnection. Consequently, she was not able to present any evidence in support of her request for a Monetary Order. As such, I dismiss her claim for monetary relief with leave to reapply.

Issue to be Decided

Is the Tenant entitled to an Order that the Landlord comply with the Act?

Background and Evidence

Introduced in evidence was a copy of the Residential Tenancy Agreement which indicated the tenancy began October 1, 2013. Noted on this agreement was that "1/4 of Hydro will be paid". The Tenant testified that on October 1, 2013 the hydro utility account was put in her name at the Landlord's request. The Landlord owns two rental units which share the same hydro utility account.

Analysis

It is unconscionable for a Landlord to require the Tenant to be the account holder for the hydro utility account when that account is shared by another tenant of the Landlord. Pursuant to section 6(3)(b) terms that are unconscionable are not enforceable. Accordingly, I order that the Landlord must put the hydro utility account in her own name by no later than January 15, 2014. This does not affect responsibility for payment, which is governed by the Tenancy Agreement.

Conclusion

The Landlord shall put the hydro utility in her account by January 15, 2014. The Tenant's application for monetary relief is dismissed with 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: December 23, 2014

Residential Tenancy Branch

