



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      DRI, OLC

### Introduction

This hearing dealt with an application by the tenant disputing an additional rent increase and an order compelling the landlord to comply with the Act. Both parties participated in the conference call hearing.

Approximately one month before the hearing, the tenant submitted evidence to the Residential Tenancy Branch which included a monetary order worksheet indicating that the tenant wished to receive a monetary order against the landlord. The tenant did not formally amend her claim but simply purported to add the monetary claim by including a monetary breakdown with her evidence. I find that as the claim was not formally amended, I cannot consider the monetary claim. The tenant has leave to make an application for a monetary claim in the future.

### Issues to be Decided

Is the notice of rent increase at issue a valid increase?

### Background and Evidence

The parties agreed that the tenancy began on October 1, 2012 when the tenant moved her manufactured home onto the landlord's property. They further agreed that rent was set at \$700.00 per month. The landlord has an unoccupied cottage on the property as well as a workshop with an upstairs apartment in which he lives for approximately half the year. The landlord also occasionally parks a motor home on the property.

The tenant testified that she thought that hydro was included in her rent, but also testified that in the first month of the tenancy, the landlord told her to put the hydro account into her own name. She testified that she didn't think it was fair that she and her roommate should have to pay the entire hydro bill, so she decided she would only pay half of the bill and would charge the landlord the other half. The tenant testified that

she believes she should only be responsible for half of the bill because she believes the landlord uses much more hydro than she does.

The landlord testified that he has no idea why the tenant put the hydro account in her own name and said that he did not ask her to do so. The landlord testified that at the beginning of the tenancy, they agreed that the landlord would pay half of the hydro bill only during those months in which he was at the property. As he travels for approximately half of the year, he believes he should not be responsible for hydro during the months when he is away. The landlord also said that he does not want to pay his portion of the hydro without seeing the hydro bills. The tenant acknowledged that she has not given the landlord copies of the hydro bills.

The tenant seeks an order compelling the landlord to pay half of the hydro bill.

The parties agreed that on February 25, 2015, the landlord gave the tenant a notice of rent increase which purported to raise the rent from \$700.00 per month to \$770.00 per month. The tenant disputes that increase.

### Analysis

It is clear to me that the parties were not of the same mind at the beginning of the tenancy with respect to which of them should be responsible for what portion of the hydro bill. I find it appropriate that the hydro account remain in the tenant's name as she is the party who is in residence on the residential property throughout the year. I do not accept the tenant's position that the hydro was to be included in her rent. If the tenant truly believed that, she would not have arranged to have the hydro account placed into her name. I find that the parties agreed to split the hydro but did not arrive at precise percentages in that agreement. The tenant attempted to unilaterally impose on the landlord a percentage which she felt was fair and the landlord attempted to unilaterally impose a percentage which he felt was fair. In the absence of an agreement between the parties, it is appropriate that I determine the amounts which should be payable by each party.

There is no dispute that the landlord only resides on the residential property for part of the year. Because he does not reside on the property throughout the year, I find it would be unfair for him to pay half of the utility charges each month. However, it would be equally unfair to the tenant to relieve the landlord of any utility payments during his absence as appliances and heat may be drawing hydro. I find it appropriate to order that the tenant and her roommate bear 2/3 of the cost of hydro and the landlord, as he lives alone, bear 1/3 of the cost. I believe that while the landlord may be slightly underpaying his portion during the time he resides on the property, he would likely be

slightly overpaying when he is absent and over the course of a year, the landlord's portion would be fair.

I direct the tenant to obtain all of the utility bills from the service provider from the beginning of the tenancy and provide those bills to the landlord. I note that the tenant provided many but not all of the bills in her evidence and that instead of bills for some months, she provided notices from the hydro company advising of delinquent accounts. The landlord should have copies of all of the bills and it is unnecessary to provide notices of delinquency. I find that the landlord should not be responsible for the late payment charges on the bills as the tenant did not provide copies of the bills to the landlord. I direct the parties to review the bills together and take into account the payments already made by the landlord and determine the amount still owing. If the parties are unable to agree as to how much is still owing, the tenant may bring a further application for dispute resolution with respect to that issue.

Turning to the disputed rent increase, section 43 of the Act prohibits landlords from increasing rent by more than what is allowed by regulation. For 2015, the landlord may raise the rent by no more than 2.5%, which is an increase of \$17.50. I find that the notice of rent increase dated February 25, 2015 is invalid. If the landlord wishes to raise the rent, he may serve a new notice of rent increase.

### Conclusion

The tenant will pay 2/3 of the hydro costs and the landlord will pay 1/3. The notice of rent increase is invalid and of no force or effect.

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: April 23, 2015

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Residential Tenancy Branch

