



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP, PSF

Introduction

The tenant applies for an emergency repair order and an order that the landlord provide a service or facility.

The landlord did not attend the hearing. The tenant testifies that he served the landlord by registered mail sent within three days after he received his application package. He has misplaced the registered mail receipt with tracking number. He testifies that the landlord called him by telephone a few days after the mailing and indicated that he had received the application material.

I find the landlord has been duly served.

Issue(s) to be Decided

Does the undisputed evidence of the tenant disclose that he is entitled to the relief claimed?

Background and Evidence

The rental unit is a three bedroom house with a basement suite. The tenant has rented since 2008. He indicates that he is the landlord's "property manager." He lives in the upper part of the house and pays monthly rent of \$1050.00 for, I assume, the whole house.

The lower suite is rented out to a Mr. M.S.. Mr. M.S. pays his rent directly to the tenant.

There is not written tenancy agreement. The tenant's undisputed evidence is that from the start of the tenancy electricity was included in rent.

Recently, the tenant received a letter from BC Hydro Customer Service, dated March 26, 2015, addressed to “owner or occupant” at the rental unit address, indicating that the previous occupant had closed their account and that an application for service is now required to prevent service disruption.

A copy of the letter was sent to the landlord with the tenant's application in April.

The electrical service to the house has not been cut or interrupted as of the date of this hearing, nor is there reason to conclude it will be, other than for the letter of March 26th.

Analysis

First it should be said that based on the tenant's evidence, electricity is include in the rent. The landlord cannot unilaterally change that or require the tenant to put Hydro into his name. The parties are certainly free to negotiate those changes but they cannot be simply imposed by the landlord.

Having said this, I dismiss the tenant's application. The electrical service has not been cut or interrupted and there is no basis for me to conclude otherwise than that the landlord has attended to whatever problem or re-arrangement of service the March 26th letter from Hydro was referring to.

The tenant is free to re-apply should the landlord fail to provide electrical service or if the discontinuance of the service is imminent.

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: May 22, 2015

Residential Tenancy Branch

