



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNDC, RP, RR, and FF

Introduction

This hearing was scheduled in response to the Tenant's Application for Dispute Resolution, in which the Tenant has made application for a monetary Order for money owed or compensation for damage or loss; for an Order requiring the Landlord to make repairs to the rental unit; for authority to reduce the rent; and to recover the fee for filing this Application for Dispute Resolution. At the outset of the hearing the Tenant withdrew the application for an Order requiring the Landlord to make repairs to the rental unit.

The Tenant stated that on April 29, 2015 the Application for Dispute Resolution, the Notice of Hearing, and documents she wishes to rely upon as evidence were sent to the Landlord, via registered mail. The Landlord acknowledged receipt of these documents and they were accepted as evidence for these proceedings.

On May 07, 2015 the Landlord submitted documents to the Residential Tenancy Branch, which the Landlord wishes to rely upon as evidence. The Landlord stated that these documents were delivered to the Tenant's mail box on May 07, 2015. The Tenant acknowledged receipt of these documents and they were accepted as evidence for these proceedings.

Both parties were represented at the hearing. They were provided with the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions.

Issue(s) to be Decided

Is the Tenant entitled to compensation for hydro costs related to a deficiency with the rental unit?

Background and Evidence

The Landlord and the Tenant agree that this tenancy began approximately 18 or 19 years ago; that the Tenant currently pays \$608.00 per month in rent; and that the Tenant pays for the cost of hydro in her rental unit.

The Landlord stated that:

- he rents the space below the rental unit to a commercial tenant;
- in November of 2014 he received an exorbitantly high water bill;
- he subsequently determined that the excessive water consumption was related to a refrigeration unit operated by the commercial tenant;
- he does not know the nature of the problem with the refrigeration unit; and
- the commercial tenant repaired the refrigeration unit in May of 2015.

The Tenant stated that:

- the problem with the refrigeration unit caused water to be continually flushed through the building;
- her water tank was repeatedly drained as a result of the continual flushing;
- that she became aware of the problem in November of 2014; and
- that the problem was repaired in late May or early June of 2015.

The Tenant contends that her hydro costs were increased as a result having to repeatedly heat the water tank, which she contends was being drained as a result of the continual flushing of water. The Tenant is seeking compensation of \$140.45 for the additional hydro costs.

In support of this claim the Tenant submitted the hydro bills that show the following charges:

- \$30.41 for the period between June 13, 2014 and July 14, 2014;
- \$29.62 for the period between July 15, 2014 and August 13, 2014;
- \$31.95 for the period between August 14, 2014 and September 12, 2014;
- \$22.70 for the period between September 13, 2014 and October 14, 2014;
- \$25.81 for the period between October 15, 2014 and November 13, 2014;
- \$38.56 for the period between November 14, 2014 and December 11, 2014;
- \$56.88 for the period between December 12, 2014 and January 13, 2015;
- \$66.07 for the period between January 14, 2015 and February 12, 2015;
- \$45.13 for the period between February 13, 2015 and March 13, 2015; and
- \$47.96 for the period between March 14, 2015 and April 15, 2015.

The Landlord argued that the increased hydro costs demonstrated by the Tenant could be due to a variety of variables, including changes in personal habits, guests, and/or heating costs in the cooler months. The Tenant stated that she is very careful with her hydro use, she rarely heats the rental unit even in the winter, and when she does heat the unit she uses one baseboard heater and one space heater.

Analysis

I find that the Tenant has submitted insufficient evidence to establish that the increased hydro costs experienced between November of 2014 and May of 2015 were related to the problem with a refrigeration unit in the commercial space below her rental unit.

In reaching this conclusion I was influenced, in part, by the absence of evidence, such as a statement or testimony from a plumber, which indicates water flushing through pipes in a building would cause a personal hot water tank to drain. It is my understanding that hot water tanks drain only when a tap attached to that tank is opened.

In reaching this conclusion I find that the hydro bills submitted in evidence were not particularly helpful. Although these bills clearly establish that the hydro costs for the period between November 14, 2014 and April 15, 2015 were higher than for the period between June 13, 2015 and November 13, 2015, they do not establish that the increase in costs was related to a problem with excessive water consumption. To establish that the increased costs were related to excessive water consumption, the Tenant would have to establish that the hydro costs for the period between November 14, 2014 and April 15, 2015 were significantly higher than for the period between November 14, 2013 and April 15, 2014.

While I accept that the hydro costs for the period between November 14, 2014 and April 15, 2015 were higher than for the period between June 13, 2015 and November 13, 2015, I find that the increased costs are consistent with increased costs that are typically associated to seasonal changes. The increased costs are, in my view, typical of increased costs associated to the occasional use of a space heater and a baseboard heater. I do not find that the costs are high enough to support the Tenant's submission that her hot water tank was being drained on a regular basis.

As the Tenant has failed to establish that she has incurred additional costs as a result of excessive water consumption, I dismiss the Tenant's application for a monetary Order.

As the Tenant has failed to establish that her Application for Dispute Resolution has merit, I dismiss her claim to recover the fee for filing this Application for Dispute Resolution.

Conclusion

The Tenant's Application for Dispute Resolution is dismissed in its entirety.

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: June 12, 2015

Residential Tenancy Branch

