



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OLC, FF

Introduction

This hearing was scheduled in response to the tenants' application, in which the tenants have requested an order the landlord comply with the Act and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing.

Preliminary Matters

The issues set out on the tenants' application were clarified. The tenants want to establish the names of all tenants under this tenancy. The tenants want the landlord to repair the electrical system so that a hydro meter can be reinstalled. The tenants want the landlord to place the hydro account in the landlords' name.

The parties confirmed that they have a cross-application hearing set to be heard on January 17, 2017. The tenants said they were not prepared to proceed with those matters which involve a 10 day Notice ending tenancy and unpaid rent.

Issue(s) to be Decided

Should the landlord be ordered to comply with the Act?

Should an order be issued naming the tenants in this tenancy agreement?

Background and Evidence

There was agreement that two of the four individuals who applied as tenants on this application are in fact tenants. The landlord stated that D.R. and S.S., both applicants, and another individual, R. L are the tenants.

The tenants said that S.S. and D.R. moved into the rental unit in November 2016.

Applicant A.H. moved into the unit in March 2017. A.H. has an intent to rent that was completed, which is required of a government ministry. A.H. has not signed a tenancy agreement. A. H. did pay \$275.00 directly to the landlord on one occasion.

Applicant M.W. moved into the unit in April 2017 and has not signed a tenancy agreement.

Each individual has generally paid a share of rent to tenant R.L. The tenants say that R.L. did not apply as part of this application but that he remains in the rental unit. The tenants allege that R.L. has failed to give the money provided by the others, to the landlord.

The landlord has a tenancy agreement that was signed by R.L and S.S. for a tenancy that commenced on October 1, 2016. That document was not supplied as evidence. That tenancy required the tenants to pay for hydro service; water was included with rent.

The parties agreed that a second tenancy agreement was created in February 2017, in order to assist with creation of a gas account. The landlord denied that an agreement was signed in February 2017 and said that only the cover page was created, in order to meet the requirement of the gas company. The landlord had a copy of this agreement; which the landlord refers to as a forgery. The agreement names tenant applicants S.S. and D.R.

The landlord confirmed that tenant R.L. has not been evicted or given notice to vacate the rental unit.

The tenants disputed the landlords' version of events in relation to the February 2017 tenancy agreement. The tenants say that the landlord did sign that agreement as the gas company required a full tenancy agreement. I asked the landlord what use only a cover page of a tenancy agreement would be to the gas company, without the signature of a landlord. The tenants could have created that first page of an agreement without the participation of the landlord. The landlord stated the February 2017 agreement was not signed.

The tenants want the landlord to be ordered to take all steps required to prepare the home for installation of a hydro meter. The tenants confirmed that R.L. has failed to pay the hydro bill. The hydro account was terminated sometime in July 2017.

The tenants confirmed that they initially tampered with the meter as R.L. said the bill would be paid within several days. After a few days the tenants removed the tamper. The power was then turned back on and the tenants thought R.L. had paid the bill. In fact, R.L. had tampered with the meter. BC Hydro became aware of the tampering, came to the home and removed the meter. Since that time the tenants have been using generators.

The landlord said that he must have the home inspected by a licenced electrician. The electrician hired found needles at the unit so would not complete the work as he feared for his safety. The tenants said that is not true. The tenants said that the landlord has had the required electrical inspection and that he only needs to contact BC Hydro to arrange installation of a meter.

The tenants confirmed that hydro is not included with rent. However, the tenants want the hydro placed in the landlords' name as BC Hydro is refusing to allow the tenants to open an account as a result of the unpaid bills.

The landlord stated that without revenue, as the tenants are not paying rent, the landlord is having trouble being able to cover the costs of meter installation. The landlord requested at least 30 days in which to arrange the required electrical work.

Analysis

From the evidence before me I find that there are three tenants: R.L., S.S. and D.R. I have made this finding based on the testimony of the parties and the details of the tenancy agreements signed in October 2016 and February 2017. Tenant D.R. has signed a tenancy agreement in February, however I find that agreement does not alter the fact that R.L. and S.S. remain tenants. Further, I find there has been a meeting of the minds that by at least February 2017 D.R. became a tenant.

I find that there is no evidence that applicants A.H. and M.W. are tenants. These individuals have not signed a tenancy agreement. Payment a portion of rent owed to the landlord on a single occasion is not sufficient to support a tenancy. There was no pattern of rent payments brought forward as evidence to support the claim that A.H. and M.W. are tenants. Therefore, I find that A.H. and M.W. are occupants, with no rights or obligations under the Act.

I have recorded the full names of the tenants on the cover page of this decision.

In relation to the hydro service, there is no dispute that the tenants failed to pay the bill and that the service was disconnected as a result of non-payment. There is no dispute

that hydro is not provided with rent. Therefore, once the hydro service is reconnected I find that the tenants cannot compel the landlord to place the account in the landlords' name. The tenants will need to provide whatever assurance BC Hydro requires that will allow an account to be opened in the name of one of the tenants.

I have considered the need to install a hydro meter and find that the absence of the meter impedes the tenants' ability to access an essential service. The landlord did not terminate this service; from the testimony of the tenants, that loss is due solely to the actions of the tenants, who did not pay the hydro bill and who then tampered with the meter.

Therefore, I order the landlord to ensure that all required electrical work is completed and that a meter is installed by BC Hydro no later than January 19, 2018. As explained during the hearing, the landlord is at liberty to file an application claiming costs related to the meter.

As the issue of tenant identification was clear from the tenancy agreements and actions of the parties I find that an application was not necessary. Further, the claim for hydro meter installation was due to the actions of the tenant. Therefore, I decline filing fee costs.

Conclusion

The tenant names have been confirmed.

The landlord is to prepare the rental unit for a hydro meter installation no later than January 19, 2018.

Filing fee costs are declined.

This decision is final and binding and 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 13, 2017

Residential Tenancy Branch