



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes LRE, OLC, FFT

Introduction

This teleconference hearing was scheduled in response to an application by the Tenants under the *Residential Tenancy Act* (the “*Act*”) to restrict or suspend the Landlords’ right to enter the rental unit, for an Order for the Landlord to comply with the *Act*, *Residential Tenancy Regulation* (the “*Regulation*”) and/or tenancy agreement, and for the recovery of the filing fee paid for the Application for Dispute Resolution.

Two Tenants were present for the teleconference hearing and were affirmed to be truthful in their testimony. They stated that they found the Landlords’ address through a property title search and sent the Notice of Dispute Resolution Proceeding package and a copy of their evidence by registered mail. The registered mail tracking number was provided and is included on the front page of this decision. The Tenants stated that the package was unclaimed and returned to them which was confirmed by entering the tracking number on the Canada Post website. Therefore, I find that the Landlords were duly served in accordance with Sections 88 and 89 of the *Act*.

Approximately 15 minutes into the hearing, one of the Landlords joined the call. He was affirmed to be truthful in his testimony and stated that he became aware of the hearing through email from the Tenants. The Landlord confirmed that he had not submitted any evidence prior to the hearing.

Issues to be Decided

Should the Landlords’ right to enter the rental unit be suspended or restricted?

Should the Landlords be ordered to comply with the *Act, Regulation* and/or tenancy agreement?

Should the Tenants be awarded the recovery of the filing fee paid for the Application for Dispute Resolution?

Background and Evidence

While I have considered the relevant documentary evidence and testimony of both parties, not all details of the submissions are reproduced here.

The Tenants provided undisputed testimony on the tenancy prior to the Landlord joining the hearing. The tenancy began with one tenant on August 1, 2017. The other two tenants moved in on August 1, 2018 and stated that they asked for a new tenancy agreement in writing at this time, but the Landlord did not agree. The Tenants submitted a written agreement between Tenant HS and the Landlord which was signed on July 14, 2017. The agreement states that monthly rent is \$1,400.00 and a security deposit of \$700.00 was paid at the outset of the tenancy. The Tenants confirmed that monthly rent has remained \$1,400.00.

The Tenants applied for an order to restrict or suspend the Landlords' right to enter the rental unit. They stated that there has been an ongoing dispute regarding payment of utilities and the Landlord came over to discuss the issue in February 2019. They stated that they were not aware he was going to come over but let him in when he did. The Tenants testified that the conversation got heated and the Landlord ripped up a piece of paper and was acting aggressively. The Tenants submitted an audio clip from the conversation that took place in February 2019.

The Tenants stated that the Landlord does not come to the rental unit often and this was the only time that he had come by and caused them to be concerned regarding his behaviour.

The Tenants also applied for an Order for the Landlord to comply with the *Act* and stated that they would like clarification on the process for them to pay the utility bills. The Tenants and Landlord were in agreement that the utilities in dispute are the electricity and gas bills.

The Tenants stated that they are to pay 60% of the bills while the two tenants in the upper level rental unit pay 40%. Although they submitted that the upstairs tenants use a

lot of electricity due to their hobbies and/or careers, the Tenants stated that they were not necessarily disputing the division of the bills as there are three people residing in their rental unit and two upstairs. The tenancy agreement states that the utilities will be shared equally among the tenants.

The Tenants stated that they did not receive any utility bills until December 2018, despite living there for over a year. They stated their concern with not knowing how much the bills were going to be until more than a year later. The Tenants also noted that they have asked the Landlord multiple times for copies of the bills, but instead the Landlord will tell them the amount they owe without showing them any documentation.

The Tenants stated that they do not have a problem with paying their share of the utilities, but they want to receive the bills in time and to actually have a copy of the utility bills.

The Landlord stated that he did not have time to provide the bills to the Tenants, so the bills piled up before he was able to contact them for payment. The Landlord stated that the utility bills are in his name and then he provides the amounts to the Tenants as to what they owe. He stated his belief that the electricity bill is received every two months and the gas bill every month. He admitted that he was at fault for not providing the utility bills to the Tenants.

Analysis

Section 29(1) of the *Act* states the following regarding a landlord's right to enter the rental unit:

- 29 (1) A landlord must not enter a rental unit that is subject to a tenancy agreement for any purpose unless one of the following applies:
- (a) the tenant gives permission at the time of the entry or not more than 30 days before the entry;
 - (b) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant written notice that includes the following information:
 - (i) the purpose for entering, which must be reasonable;
 - (ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant otherwise agrees;

- (c) the landlord provides housekeeping or related services under the terms of a written tenancy agreement and the entry is for that purpose and in accordance with those terms;
- (d) the landlord has an order of the director authorizing the entry;
- (e) the tenant has abandoned the rental unit;
- (f) an emergency exists and the entry is necessary to protect life or property.

While the Tenants provided testimony regarding the Landlord coming over to discuss the utility bills without prior notice, I do not find sufficient evidence that the Landlord was in breach of Section 29 of the *Act*. Based on the testimony of the Tenants, the Landlord did not attempt to enter the rental unit without permission and instead came over and was granted entry. As such, I find that permission to enter was given to the Landlord in accordance with Section 29(1)(a) of the *Act*. I also do not find any further evidence before me that the Landlord has entered the rental unit without providing proper notice or without permission, and therefore do not find it necessary to issue any orders to suspend or restrict the Landlord's right to enter.

As for the dispute over the utility bills, I accept the testimony of both parties that the utility bills have not been provided in a timely manner to the Tenants or at times have not been provided at all. Given that there are two rental units on the residential property, I find it reasonable that the utilities would be in the Landlord's name and then he would provide the utility bills to the Tenants with a calculation of the percentage that they owe.

I find that I do not have enough information before me about the other rental unit to make a determination about whether the Tenants should be paying less than 60% of the bills, so instead only make a finding about the process in which the bills should be provided to the Tenants.

The Landlord is ordered to provide a copy of the utility bills to the Tenants within 30 days of receiving the bill and the Tenants are to pay the Landlord the amount owed for utilities within 30 days of receiving a copy of the bill. The Landlord is reminded to provide a copy of the entire bill and not just the amount owed, so that the Tenants are able to confirm the amounts they are to pay.

As the Tenants were partially successful with their application, pursuant to Section 72 of the *Act*, I award the recovery of the filing fee in the amount of \$100.00. The Tenants may deduct \$100.00 one time from their next monthly rent payment.

Conclusion

The Landlord is ordered to provide a copy of the utility bills to the Tenants as outlined above.

Pursuant to Section 72 of the *Act*, the Tenants may deduct \$100.00 from their next monthly rent payment as recovery of the filing fee paid for the Application for Dispute Resolution.

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 12, 2019

Residential Tenancy Branch