



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PACE REALTY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OLC, FFT

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution, made on March 18, 2019 (the "Application"). The Tenant applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order that the Landlord comply with the Act, regulations, or tenancy agreement; and
- an order granting recovery of the filing fee.

The Tenant, as well as the Landlord's Agents, W.E. and M.J., attended the hearing at the appointed date and time, each providing affirmed testimony.

The Tenant testified that he served his Application and documentary evidence package to the Landlord in person shortly after making the Application. W.E. confirmed that the Landlord received the Tenant's Application and documentary evidence package on March 22, 2019. W.E. testified that she served the Tenant with the Landlord's documentary evidence in person May 3, 2019. The Tenant confirmed receipt. Pursuant to section 88 and 89 of the *Act*, I find the above documents were sufficiently served for the purposes of the *Act*.

The parties were given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

1. Is the Tenant entitled to an order that the Landlord comply with the *Act*, regulations, or tenancy agreement, pursuant to Section 62 of the *Act*?
2. Is the Tenant entitled to the recovery of the filing fee, pursuant to Section 72 of the *Act*?

Background and Evidence

Both parties submitted a copy of the tenancy agreement which indicates that the tenancy began on August 1, 2018. Rent in the amount of \$775.00 was due to the Landlord each month. The Tenant paid a security deposit in the amount of \$387.50. The parties testified and agreed that the tenancy ended on March 31, 2019 once the Tenant moved out of the rental unit.

The Tenant is seeking an order that the Landlord comply with the tenancy agreement which they entered into at the start of the tenancy. The Tenant stated that the parties agreed that the Tenant would be responsible for paying utilities belonging to his rental unit. The Tenant stated that within the first two months of his tenancy, he noticed that there was an issue in relation to the meter reading for his rental unit. The Tenant stated that he raised the issue with the Landlord, who decided to put the utilities into the Landlord's name.

The parties agreed that the Landlord made repairs to the meters and electrical wiring in the rental unit, in order to gain an accurate reading of the consumption of hydro in the rental unit. The Tenant stated that it wasn't until June 2018 that he received a letter from the Landlord demanding payment of the utilities. The Tenant stated that the Landlord did not provide the Tenant with the bill to support the monetary amount requested by the Landlord. Furthermore, the Tenant stated that the parties had not yet agreed to the division on the hydro bill from the upstairs rental unit compared to the downstairs rental unit which was occupied by the Tenant.

W.E. testified that the Landlord is seeking 40 percent of the hydro bills which were provided to the Tenant on May 3, 2019. The Tenant doesn't feel as though he should pay any amount of the hydro bills as the Landlord changed the hydro bill to be put in the Landlord's name without gaining the consent of the Tenant.

Analysis

According to Section 62(3) of the Act, the director may make any order necessary to give effect to the rights, obligations and prohibitions under this Act, including an order that a landlord or tenant comply with this Act, the regulations or a tenancy agreement and an order that this Act applies.

In this case, I accept that the parties entered into a tenancy agreement at the start of the tenancy, which stipulated that the Tenant was responsible for paying utilities, which were in his name at the start of the tenancy. In September 2018, the Landlord switched the hydro into their name as they were dealing with electrical meter issues which resulted in inaccurate readings of hydro consumption. I find that the parties did not come to an agreement around the division of the utilities moving forward.

As the tenancy agreement did not reference how much each Tenant owed, I am unable to order that the Landlord comply with any particular section of the agreement.

While attempts were made during the hearing to settle this dispute, I encourage the parties to further discuss the matter amongst each other, in an attempt to come to a mutually agreed upon settlement to divide the utility bills in such a way that is agreeable to each party. If the parties are unable to reach an agreement, they are at liberty to reapply for monetary compensation pursuant to the *Act*.

As the Tenant was not successful in their Application, I find that the Tenant is not entitled to the return of the filing fee.

Conclusion

The Tenant's Application for an order that the Landlord comply with the Act, regulations or tenancy agreement is dismissed without leave to reapply.

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 14, 2019

Residential Tenancy Branch