



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, FFT

Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking an order that the landlord comply with the *Residential Tenancy Act*, regulation or tenancy agreement and to recover the filing fee from the landlord for the cost of the application.

The landlord and the tenant attended the hearing, each gave affirmed testimony and each provided evidentiary material in advance of the hearing. The parties were given the opportunity to question each other and give submissions.

No issues with respect to service or delivery of documents or evidence were raised, and all evidence provided has been reviewed and is considered in this Decision.

Issue(s) to be Decided

Has the tenant established that the landlord should be ordered to comply with the *Residential Tenancy Act*, regulation or tenancy agreement with respect to apportioning utilities?

Background and Evidence

The tenant testified that this fixed-term tenancy began on December 1, 2016 and reverted to a month-to-month tenancy after May 31, 2017 and the tenant still resides in the rental unit. Rent in the amount of \$1,500.00 was originally payable under the tenancy agreement on the 1st day of each month, which has been raised over the years and is now \$1,550.00 per month. On November 1, 2016 the landlord collected a security deposit from the tenant in the amount of \$750.00 which is still held in trust by the landlord, and no pet damage deposit was collected. The rental unit is a house on a

farm, and a copy of the tenancy agreement has been provided as evidence for this hearing.

The tenant further testified that the landlord has served the tenant with a 4-Month Notice to end the tenancy effective August 31, 2021, which was not disputed by the tenant, and the tenancy will end at that time. However, going forward, the tenant disputes the amount of hydro the landlord is charging the tenant for. The landlord rents out the shop on the property, and another person was boarding horses there and using hydro to heat the water in the horse trough through winter. The landlord gave the tenant an Invoice, a copy of which has been provided for this hearing, in the amount of \$242.71 for hydro usage for March and April, 2021 telling the tenant that it was 97% of the hydro bill. The tenant didn't think that was fair. The landlord acknowledged that the bill was high.

There are 2 hydro meters in the shop that the tenant has no access to, one of which is not monitored or read by BC Hydro. The landlord charges the tenant for hydro based on the secondary meter since February 1, 2021. Prior, the one monitored by BC Hydro was in the tenant's name, but the landlord started to rent the shop at the end of November, 2020. The tenant didn't think it was fair, so the landlord changed the hydro billing to his own name.

Another Invoice for February, 2021 was given to the tenant in the amount of \$171.00 for hydro, but the landlord didn't give it to the tenant until the middle or end of March, 2021, and wrote "Forgiven" on the Invoice and a calculation.

All buildings have been attached to the one meter that was in the tenant's name with BC Hydro, and the tenant paid them, and has been paying for all buildings since December, 2016.

A technician with an electrical company attended the property on or about April 1, 2021. Standing in the shop, he said he couldn't tell for sure what was attached to the meter unless he got up and measured where wires went. He said, "I think this is what it is," but he didn't check it. The tenant doesn't understand the purpose of him being there.

The landlord testified that currently hydro is used by the tenant in the house and the man renting the shop used it since mid-December, 2020. Early in 2019 to the spring of 2020 the tenant and a person who boarded horses there were all using hydro. The only time the person boarding horses used hydro was during the winter to heat water for her horses. When that person left, everything was shut off. However, in mid-December, 2020 a water line had broken and the landlord used power just for that day to fix the water line.

When the fellow who uses the shop was first there, the landlord asked him not to use power until February 1, 2021 so that the landlord could determine which was which on the 2 meters, and he agreed. The landlord trusted that and didn't check the meters and then forgave the Invoice that he had prepared for February, 2021.

The property was a dairy farm for many years, and contains the shop, 2 barns and the house, which all go through the BC Hydro meter. The other meter only goes to the house. The landlord is not sure why both metres are attached to the house; it's been like that since the landlord purchased, and the landlord can separate who uses what. The tenant has been compensated for some of the billings by the landlord.

The landlord has provided tables with BC Hydro measurements, as well as measurements for the farm and house., and graphs showing the house usage. The landlord took readings on March 1, 2021. Also provided are copies of the shop tenant's pay stubs to show that he wasn't on the property during those dates; he was away working in Hope and not consuming any electricity on the property. The landlord also explained that an error exists on one calculation, stating that it's a calculation of usage for the shop, and should say for the house, but the numbers are correct.

The landlord believes the tenant is just unhappy because she has to leave the property. The tenant expects 2/3 repayment, which is unreasonable considering the data. The landlord used some power and the tenant was re-paid for that.

Analysis

I have reviewed the graphs and bills and other evidence. The Addendum to the tenancy agreement specifies that, "Renters pay own utilities..." This is not a request from the tenant for monetary compensation, or to apportion previous bills, but for an order that the landlord comply with the tenancy agreement. The tenant's position is that due to others using hydro, the tenant should not be paying 97% of the bills going forward. The tenant also does not believe that the electrician did his due diligence in tracing the individual meters to satisfy the tenant that her share of the hydro is the only consumption on the secondary meter.

The landlord and tenant had the BC Hydro account transferred into the landlord's name effective February 1, 2021, which is when the shop tenant was permitted to use power, and the bill for that month, over 25 days showed 1,380 kWh for that 25 days. The landlord's calculation sheets also show the same numbers as the photographs of meter readings.

I have also reviewed the pay stubs for the shop tenant, and it appears that he was in Hope, BC for 4 or 5 days each week from March 29 to May 29, 2021. If he's not on the property, I fail to see how he can be using power unless leaving lights on while not on the property, but that's not evidence before me.

The tenant is not convinced with the explanation of the electrician, however his Invoice in evidence contains a description of services: "Verify that house meter has only the house on it as a load, and verify house panel wiring is sound." He's the professional, and I accept the explanation. It continues to say, "High demand loads include baseboard heater, dryer, stove and A/C, all of which could have led to higher power consumption."

In considering the evidence and explanations, I am not satisfied that the tenant has established that the landlord is not complying with the *Act* or the tenancy agreement, and I dismiss the tenant's application.

Conclusion

For the reasons set out above, the tenant's application is hereby 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: June 29, 2021

Residential Tenancy Branch