

DECISION

Dispute Codes: *MNDC, OLC, PSF*

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act*, for an order seeking landlord's action to comply with the *Act* and provide services. The tenant also applied for a monetary order in the amount of the gas utility bill. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Did the rent include the cost of utilities? Is the landlord required to pay for the cost of gas?

Background and Evidence

The tenancy started on February 01, 2011. The monthly rent is \$1,000.00. The rental unit is a rancher occupied by the tenant and her five children. There is no written tenancy agreement. The tenant filed a copy of her shelter information form that was handed into the office of the Ministry of Housing and Social Development, in order to receive funds for the security deposit. The tenant also filed copies of her bank statements to confirm the payments made by her for utilities. The landlord stated that he did not receive any evidence from the tenant.

The shelter information form is dated January 28, 2011. The copy filed by the tenant, states that utilities are included in the rent. The landlord denied this. He stated that he filled out the original form but did not get a copy from the tenant. He stated that utilities were not included in the rent and that the tenant was instructed to have the utilities put in her name which she did, soon after she moved in.

The landlord stated that he purchased the home on December 10, 2010 and paid utilities for December and January 2011. The tenant put the utility accounts in her name and made payments starting February 01, 2011. The tenant stated that the landlord told her that she was responsible for hydro and he would cover the gas payment. The landlord argued that he informed the tenant that she was responsible for utilities which included both hydro and gas.

The tenant is claiming the cost of gas in the amount of \$463.89 plus amounts paid after the tenant made this application.

Analysis

Based on the sworn testimony of both parties, I find that the parties entered into a tenancy agreement starting February 01, 2011. Despite the fact that the copy of the shelter information form stated that utilities were included in the rent, the tenant transferred the account to her name sometime after moving into the rental unit. She made payments in March and April. On May 20, 2011, approximately four months into the tenancy, the tenant applied for a monetary order for the cost of gas.

I find that it is possible that when the landlord told the tenant that she was responsible for utilities, the tenant understood that she was required to pay for the cost of hydro and that the landlord would cover the cost of gas. However, despite this, at the start of tenancy the tenant transferred the gas account to her name. Therefore, I find that the tenant had no reason to put the gas account in her name and make payments, if the landlord was responsible for the cost of gas.

Based on the above, I find that the rent did not include both hydro and gas and therefore the tenant is responsible for her usage of both utilities.

Conclusion

The tenant's application 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 14, 2011.

Residential Tenancy Branch