



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes: CNR CNC O

Introduction

This hearing dealt with an application by the tenant to cancel a notice to end tenancy for unpaid rent and a notice to end tenancy for cause. The tenant and the landlord participated in the conference call hearing.

Issue(s) to be Decided

Is the landlord entitled to an order of possession pursuant to either of the two notices to end tenancy?

Background and Evidence

The tenancy began on December 15, 2006, with a monthly rent of \$800. The tenancy agreement indicated that electricity was not included in the rent. The rental unit is the lower portion of a house containing one other rental unit. In the hearing, the landlord and tenant agreed that at the outset of the tenancy it was clear that the tenant would be responsible for half of the utilities for the house.

On February 25, 2009 the landlord served the tenant with a letter stating that as of June 1, 2009 the tenant's rent would increase to \$850 per month. The landlord testified that at the beginning of June 2009 the landlord gave the tenant written notice of outstanding utilities in the amount of \$345. In August 2009 the tenant paid only \$800 of the rent, and the utilities noted in the previous written notice remained unpaid. On August 6, 2009 the landlord served the tenant with a 10 day notice to end tenancy for unpaid rent of \$50 and unpaid utilities of \$345. At the same time, the landlord served the tenant with a one month notice to end tenancy for cause. The tenant did not pay the outstanding rent or utilities.

The tenant's response to the unpaid rent and utilities was that she attempted to pay the outstanding \$50 rent to the landlord on August 9, 2009 but the landlord refused to accept it. In regard to the outstanding utilities, the tenant stated that she believes that she should only be responsible for one third of the utilities, not half.

Analysis

The landlord's rent increase was not valid, as he did not issue notice of the rent increase in the prescribed form, and he increased the rent beyond the permissible amount. Therefore, the portion of the 10 day notice to end tenancy addressing unpaid rent of \$50 is not valid. However, the tenant was responsible for half of the utilities, as

agreed upon by both parties at the outset of the tenancy, the landlord presented the tenant with prior written notice of the utilities owed, and the tenant did not pay the amount owed. Therefore, the portion of the notice to end tenancy regarding unpaid utilities is valid. The landlord is entitled to an order of possession pursuant to the notice to end tenancy for unpaid rent or utilities.

As I am granting an order of possession pursuant to the notice to end tenancy for unpaid rent or utilities, I did not need to consider the notice to end tenancy for cause.

Conclusion

The tenant's application is dismissed.

I grant the landlord an order of possession effective two days after service. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

Dated September 25, 2009.