

## **Decision**

**Dispute Codes:** CNR

### **Introduction**

This hearing dealt with an application by the tenant for cancellation of the landlord's notice to end tenancy for unpaid rent or utilities. Both parties participated in the hearing and gave affirmed testimony.

### **Issues to be decided**

- Whether the tenant is entitled to the above under the Act

### **Background and Evidence**

A copy of the written tenancy agreement is not in evidence for this tenancy which began as a fixed term from June 1 to September 30, 2008 and, thereafter, continued on a month-to-month basis. Rent in the amount of \$600.00 was payable in advance on the first day of each month. A security deposit of \$300.00 was collected at the outset of tenancy.

Arising from utilities which remained unpaid when due, the landlord issued a 10 day notice to end tenancy for unpaid rent or utilities dated April 26, 2010. Subsequently, the tenant vacated the unit on or about May 15, 2010.

Despite having vacated the unit around mid-month, the tenant objects that the landlord retained the full payment of rent for May which was paid directly to him by a ministry. The landlord testified that new tenants were found effective June 1, 2010.

The landlord testified that a move-out condition inspection was conducted by the parties at the end of tenancy, and that the tenant provided him with written authorization at that time to retain the security deposit as compensation for unpaid utilities, and other miscellaneous costs associated with cleaning and repairs.

**Analysis**

As the tenancy ended subsequent to the issuance of a 10 day notice to end tenancy for unpaid rent or utilities, and subsequent to the tenant's having filed an application for dispute resolution, the tenant's application for cancellation of the landlord's notice to end tenancy is hereby dismissed.

**Conclusion**

The tenant's application is hereby dismissed.

DATE: June 16, 2010

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Dispute Resolution Officer