

DECISION

Dispute Codes CNR, CNC, OLC, RR, FF

Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issues(s) to be Decided

First of all it is my decision that I will not deal with all the issues that the applicant has put on the application. For claims to be combined on an application they must related.

Not all the claims on this application are sufficiently related to the main issue to be dealt with together.

I therefore will deal with the requests to cancel the notices to end tenancy, and I dismiss the remaining claims with liberty to re-apply.

Background and Evidence

On September 10, 2010 the landlord served the tenant with two notices to end tenancy. One notice was a 10 day notice for non-payment of rent and utilities, and the other was a one month notice for cause. I dealt first with the 10 day notice.

The landlord testified that:

- The tenant was given notice to pay her outstanding utilities however she failed to do so and therefore they gave her a Notice to End Tenancy which stated there was utilities outstanding totalling \$518.98.
- The tenant had also deducted \$70.12 from her rent without any authorization to do so and therefore that was added to the Notice to End Tenancy as well.
- The tenants subsequently paid the \$70.12 rent within the five day time limit, however she has not paid the outstanding utilities.

The landlord therefore believes that the Notice to End Tenancy should not be cancelled.

The tenant testified that:

- She does not believe she should have to pay the full amount of utilities requested by the landlords, because she believes they are excessive due to extra utilities being used by the other occupants of the rental property.
- The amount of utilities increased excessively over what she had originally been paying.
- When she signed the tenancy agreement she had agreed to pay 40% of the electricity bills, however since that time the other tenants have used an excessive amount of electricity and therefore she does not believe she should have to pay 40%.
- She has also paid \$160.44 towards these outstanding utilities.

The tenant is therefore requesting that the Notice to End Tenancy be cancelled.

In response to the tenants testimony the landlord testified that:

- The tenant has not paid any money towards these outstanding utilities; the \$160.44 she paid was for a previous utility bill.
- The bills have not increased excessively and in fact are very close to the amount she originally paid.

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- The original bill she paid was \$160.44
- The following bill was \$176.64, only a \$16.20 increase.
- The next bill was \$145.38, a decrease of \$15.06 from the original bill.
- The next bill was \$166.96, only a \$6.52 increase.

Analysis

It is my decision that the tenant has not shown that her electricity bill has increased substantially and in fact the average of the three bills following the original, shows an increase of only \$2.56 per month.

Therefore according to my calculations the tenant still owes \$488.98 in outstanding electricity bills.

The tenant agreed to pay 40% of the electrical utility and is my decision that she is bound by that agreement.

I therefore will not set aside the 10 day Notice to End Tenancy and this tenancy will end pursuant to that notice.

Since this tenancy is ending pursuant to the 10 day notice there is no need for me to even deal with the request to set aside the one month notice.

Conclusion

The tenant's application is dismissed without leave to reapply and at the request of the landlord I have issued an Order of Possession that is enforceable two days after service on the tenant.

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Note: After I gave my decision the tenant stated that she has been planning to move out of the rental unit at the end of this month anyway.

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: October 21, 2010.

Dispute Resolution Officer