



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      CNC

### Introduction

This matter dealt with an application by the Tenant to cancel a Notice to End Tenancy for Cause.

The Tenant said she served the Landlord with the Application and Notice of Hearing (the “hearing package”) by personal delivery on March 3, 2011. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant’s hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

### Issues(s) to be Decided

1. Is the Tenant entitled to an order to cancel the Notice to End Tenancy?

### Background and Evidence

This tenancy started on April 17, 2010 as a month to month tenancy. Rent is \$650.00 per month payable in advance of the 17th day of each month. The Tenant said no security deposit was paid.

The Landlord said he served the Tenant with a 1 Month Notice to End Tenancy for Cause dated February 16, 2011. He served the Notice on February 16, 2011 by personal delivery to the Tenant. The effective vacancy date on the Notice was March 17, 2011. The Tenants are living in the unit and the Landlord requested an Order of Possession if the Tenant’s application is unsuccessful.

The Landlord continued to say that he came home from a holiday January 18, 2011 and found the power turned off to the rental unit. The Tenant said the utilities are in the Tenant’s daughter’s boyfriend’s name. The Landlord said neither the Tenant nor the Boyfriend has taken the appropriate steps to get the electricity turned back on. The Landlord said the power has been off since January, 2011 and he issued the Notice to End Tenancy as he believes his property is at significant risk. The Landlord continued to say that the rental unit is heated by electricity and wood so he is concerned the plumbing in the rental unit may freeze. As well the Landlord said he spoke with his insurance company and he believes there may be an issue with his insurance, because the electricity is off. He said this insurance issue puts his property at significant risk as

well. The Landlord requested an Order of Possession if the Tenant's application is unsuccessful.

The Tenant said she is unable to have the electrical utilities in her name because she has unpaid bills with the power company from before this tenancy and as a result the Daughter's Boyfriend put his name on the electrical utilities. The Tenant said she agrees the utilities are not paid, the power is off and she is unable to pay the utilities at this time. The Tenant said she does not feel the rental unit is at significant risk as she is heating the house with wood at the present time and she cannot do anything about the issuance issue.

The Landlord said if the Tenant's application is not successful he is willing to extend the tenancy to April 17, 2011, if the Tenant agrees to pay the March 17, 2011 rent of \$650.00 and agrees to move out of the rental unit by April 17, 2011.

The Tenant said she has been looking for a new rental unit and that she would agree to move out by April 17, 2011 and that she would pay the March 17, 2011 rent of \$650.00.

## Analysis

Having heard the testimony and having reviewed the written evidence it is apparent that the rental property has been without electrical services since January, 2011. As a tenancy agreement does not include electrical utilities it is the responsibility of the Tenant to maintain the electrical services to the rental unit. As the Tenant has not maintained the power to the unit the Tenant has put the rental unit at significant risk of freezing and or other damage. I find, that the Tenant has not established grounds to cancel the Landlord's Notice to End Tenancy and I dismiss the Tenant's application without leave to reapply. In Addition I grant the Landlord an Order of Possession with an effective vacancy date of April 17, 2011.



# Dispute Resolution Services

Page: 3

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## Conclusion

The Tenant's application to cancel the Notice to End Tenancy is dismissed without leave to reapply.

An Order of Possession effective April 17, 2011, after service of it on the Tenant, has been issued to the Landlord. A copy of the Order must be served on the Tenant in accordance with the Act: the Order of Possession and may be enforced in the Supreme Court of British Columbia.

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*.

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Dispute Resolution Officer