



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNR

Introduction

This hearing dealt with the Tenant's application cancel a *10 Day Notice to End Tenancy for Unpaid Rent or Utilities* (the Notice) issued August 26, 2011.

The parties gave affirmed testimony and had an opportunity to be heard and respond to other party's submissions.

It was established that the Landlord received the Notice of Hearing documents and copies of the Tenant's documentary evidence on September 10, 2011, by registered mail.

The Landlord's agent testified that her husband served the Tenant with copies of her documentary evidence by handing the documents to the Tenant on September 22, 2011 at 2:30 p.m.

Issue to be Decided

Should the Notice issued August 26, 2011, be cancelled?

Background and Evidence

The parties were in agreement to the following facts:

- Pad rent is \$350.00 per month, due on the first day of each month.
- Monthly rent does not include utilities.

The Landlord's agent testified that the Tenant owes the Landlord money for unpaid utilities. She stated that there are 50 tenants in the park, and that each tenant has his own electricity meter. The Landlord's agent testified that the electric company sends her a bill for the whole park and that she reads the meters and then provides the tenants with an invoice showing what their share of the electricity is.

The Landlord's agent testified that the Tenant and his advocate met with the Landlord's agent in May, 2011, to discuss rent and utility arrears. She testified that the parties agreed what was owed at that time and also agreed on a payment schedule for the

outstanding rent and utilities. The Landlord's agent testified that the Tenant was paying a portion of arrears each month in order to catch up.

The Landlord's agent gave three different accountings of what the Tenant owed and for what months.

The Tenant's advocate testified that the Tenant has requested copies of the electrical bills so that he can confirm the amount that he owes for utilities, but the Landlord will not give him copies.

The Landlord's agent stated that she did not give him copies because he would not understand the accounting.

Analysis

During the Hearing, the Landlord's agent verbally provided three different accountings for the amount she alleges the Tenant owes in unpaid rent and utilities. The Landlord also provided copies of the invoices she gave to the Tenant each month for the utilities, which were very difficult for me to understand.

There was no written agreement between the Landlord and the Tenant in May, setting out the agreed amount that was owed, or a written payment schedule with respect to how the Tenant was going to pay the outstanding amount. There is no dispute that the Tenant owed something in May, but the amount owed then, and the amount (if any) now owing is not clear.

I find that the Landlord has not provided sufficient evidence of the amount, if any, that the Tenant owed on August 26, 2011, in rent or utilities. Therefore, I find that the Notice is not a valid notice.

I grant the Tenant's application to cancel the Notice to End Tenancy. The tenancy remains in full force and effect until it is ended in accordance with the provisions of the Act.

Conclusion

The Notice to End Tenancy issued August 26, 2011, is cancelled. The tenancy remains in full force and effect until it is ended in accordance with the provisions of the Act.

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 07, 2011.

Residential Tenancy Branch