



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR MNDC OLC PSF RR

Introduction

This hearing dealt with an application by the tenants to cancel a notice to end tenancy, as well as for monetary compensation, an order that the landlord comply with the Act, an order that the landlord provide services or facilities required by law, and a reduction in rent. One tenant and the landlord participated in the teleconference hearing.

The tenants submitted as additional evidence a copy of a second notice to end tenancy dated October 14, 2011. The tenants wished to amend their application to dispute this notice, and the landlord stated that she also wished to deal with the second notice. I therefore amended the tenants' application to include the second notice to end tenancy.

As the issue of the notices to end tenancy took precedence, I determined it was appropriate to dismiss the remainder of the tenants' application with leave to reapply.

Only the evidence relevant to the issues and findings in this matter are described in this decision.

Issue(s) to be Decided

Are either of the two notices to end tenancy valid?

Background and Evidence

On October 1, 2011 the landlord served the tenants with a notice to end tenancy for unpaid rent or utilities. The notice did not indicate any amount of rent or utilities owing.

On October 14, 2011 the landlord served the tenants with a second notice to end tenancy for unpaid rent or utilities. This notice indicated that the tenants owed \$900 in unpaid rent that was due on September 15, 2011, and \$835 in unpaid utilities.

The landlord stated that rent was due on the 15th day of each month, and that the tenants owed for their rent as well as additional rent for their son, who moved in for

three weeks. The landlord did not serve the tenants with a written demand for utilities prior to serving the notice to end tenancy.

The tenants' response was that there was no written agreement or term in the tenancy agreement that the tenants would be responsible for additional rent for an additional occupant, and therefore the amount of rent indicated in the notice was incorrect. The tenancy agreement indicates that rent is due on the 17th day of each month. Further, the tenants have paid their rent in full. The landlord did not present the tenants with any copies of utilities bills or other written demand for utilities.

Analysis

The first notice to end tenancy is invalid, as it does not indicate any amount of rent or utilities owing.

The second notice to end tenancy is also invalid. I accept the evidence of the tenants that the amount of rent indicated on the second notice is incorrect. The landlord did not provide any evidence to establish what amount of rent, if any, the tenants had failed to pay. Further, a landlord may not seek to end a tenancy for unpaid utilities unless they first present the tenants with a written demand for utilities, and then allow the tenants 30 days in which to pay for the utilities amount demanded in writing.

Conclusion

Both notices to end tenancy are cancelled, with the effect the tenancy continues.

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: November 2, 2011.

Residential Tenancy Branch