



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** CNL, MNDC, OLC, ERP, RP

### **Introduction**

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for landlord's use of property. The tenant also applied for a monetary order for the landlord's share of utilities and for an order directing the landlord to comply with the *Act* and carry out repairs and emergency repairs.

The tenant stated that she served the notice of hearing on the landlord in person on November 24, 2012. Despite having been served the notice of hearing, the landlord did not attend the hearing. The tenant attended the hearing and was given full opportunity to present evidence and make submissions.

### **Issue to be Decided**

Has the landlord validly issued the notice to end tenancy and does the landlord intend, in good faith, to occupy the rental unit or have a family member occupy the rental unit? Does the landlord maintain the rental unit by carrying out required repairs, in a timely manner?

### **Background and Evidence**

The tenancy began on July 01, 2011. The monthly rent is \$600.00 payable on the first day of each month. The rent does not include utilities and the tenant is required to pay one third of the utilities.

The tenant stated that on October 15, 2012, the landlord served the tenant with verbal notice to end tenancy for landlord's use of property. The tenant stated that she received a written notice in the approved format on November 16, 2012. The reason the landlord gave the notice to the tenant is described as, the rental unit will be occupied by the landlord or the landlord's spouse or a close family member of the landlord or the landlord's spouse.

The tenant stated that she believes that the landlord has issued the notice in bad faith and has no intention of having a family member occupy the rental unit.

The tenant also stated that she put the utilities in her name effective March 2012. She was required to pay a deposit of \$300.00. The tenant fell back on payments and to avoid disconnection, she requested assistance from Social Services. The tenant estimated that the landlord owes her \$2,152.50 for his share of utilities.

The tenant did not provide adequate information about payments made by herself and by Social Services. The landlord filed a copy of cheque paid to the tenant for utilities.

The tenant has also applied for an order directing the landlord to carry out repairs. During the hearing the tenant informed me that the repairs were already done and therefore this portion of her application is dismissed.

### **Analysis**

In order to support the notice to end tenancy, the landlord must prove that he served the notice in good faith. The landlord did not file any evidence to support the notice to end tenancy, nor did he attend the hearing. Without other evidence to support the claim, the landlord has not met the burden of proof and therefore I allow the tenant's application and set aside the landlord's notice to end tenancy.

The tenant did not provide adequate information regarding the utility bills and therefore I am unable to determine the tenant's share of utilities. Accordingly, I dismiss this portion of the tenant's application with leave to reapply.

### **Conclusion**

The notice to end tenancy is set aside and the tenancy shall continue.

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: December 27, 2012.

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Residential Tenancy Branch