



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR and O

Introduction

This hearing was convened on an application by the tenant stating that its purpose was to dispute a Notice to End Tenancy served on March 19, 2013 for unpaid rent, more specifically a claim for a utilities payment of \$109.

While neither party submitted a copy of the notice into evidence, they did agree that notice had been served. However they concurred that the tenant had paid the amount claimed on March 21, 2013 which would have extinguished the notice.

As the tenant had indicated an unspecified “other” matter on her application, the hearing proceeded.

Issue(s) to be Decided

Is there an action or order available under the Act to assist the parties in resolving the matters in dispute?

Background and Evidence

The tenancy began on August 1, 2012. Rent is \$950 per month plus 70 percent of and the landlord holds a security deposit of \$475 paid near the beginning of the tenancy.

The landlord resides in the lower suite of the rental building and the tenant occupies the upper portion.

Apparently, one or both of the parties lost track of the utilities payments in early December 2012 when the landlord was preparing for an imminent trip and attempted to anticipate future billings by contacting BC Hydro and arranging for a third party to pick up the payments from the tenant.

While the tenant has supplied some receipts for past payments, the landlord has not submitted a tenant ledger or copies of utilities invoices into evidence for cross referencing. Moreover, the tenant stated she had not seen the invoices for which payment was claimed.

The tenant said that she did not believe she owed the money, but made the payment to nullify the Notice to End Tenancy. .

Analysis

On the present application, the tenant did not specify that she was seeking a Monetary Order and I cannot consider such an order when the other party has not been notified by the application of the monetary claim. In addition, I do not have sufficient evidence to render an informed decision if the tenant had applied for an order.

I believe the parties are fully aware of the need for precise and verifiable record keeping and that they will establish more reliable practices of documenting and, perhaps, both initialling any record of payment and identifying exactly the invoice by date or billing period to which it applies.

Neither party appears to be intentionally trying to deceive the other. It is my belief that if each could outline their understanding of what payments might have or might not have not been accounted for, they would have a good chance of finding a resolution.

In any event, with the Notice to End Tenancy having been extinguished by payment of the claimed utilities, and in the absence of an expressed monetary claim on the tenant's application, I find that I must dismiss the present application with leave to reapply.

In so doing, I would remind the landlord of the need to provide the tenant with a copy of an invoice in requesting payment of a portion of it and that a Notice to End Tenancy for unpaid utilities may only be made if the utilities remain unpaid 30 days after a written demand for payment.

Conclusion

This application is dismissed as moot with respect to the Notice to End Tenancy which is extinguished.. The tenant did not by the content of her application notify the landlord of a monetary claim and that part of her application is dismissed with leave to reapply if the parties are unable to come to agreement.

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: April 11, 2013

Residential Tenancy Branch