



# 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 for Dispute Resolution, seeking an order to cancel a 10 day Notice to End Tenancy for unpaid rent and utilities issued by the Landlord.

Only the Tenant appeared at the hearing. The Tenant gave affirmed testimony and was provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

The Tenant testified he served the Landlord in person with the Application and Notice of Hearing on April 9, 2013. Despite this the Landlord did not appear at the hearing. I find the Landlord has been duly served in accordance with the Act.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue(s) to be Decided

Should the Notice to End Tenancy be cancelled?

### Background and Evidence

This tenancy began on November 1, 2012. There was no written tenancy agreement signed by the parties. In evidence the Tenant provided a copy of a form entitled "Shelter Information", indicating what the rent amount was and that utilities were included in the rent payment.

On April 8, 2013, the Landlord served the Tenant with a 10 day Notice to End Tenancy which sets out that \$200.00 in rent is due and that \$400.00 in utilities are due (the "Notice").

The Tenant testified that the \$200.00 in rent was paid to the Landlord by the ministry after the Tenant was served with the Notice.

The Tenant disputes that any utilities are due to the Landlord. The Tenant testified that the Landlord came to the Tenants after they had moved into the rental unit and wanted them to sign a tenancy agreement that required them to pay the utilities. The Tenant refused to sign, as they had agreed at the outset that utilities were included with the rent. The Tenant explained that he offered to pay the Landlord an extra \$50.00 now and then if utilities were high, but he never agreed to pay hydro or any other utilities to the Landlord. The Tenant further testified that he and his spouse have disabilities and a child, and they would not have been able to afford a rental unit that required them to pay utilities over and above the rent.

### Analysis

Based on the above, the evidence and testimony, and on a balance of probabilities, I find that the 10 day Notice to End Tenancy dated April 8, 2013, should be **cancelled**.

I find that there is no evidence before me that the Tenant was required to pay utilities, and therefore, the Landlord is not able to end the tenancy due to unpaid utilities.

I accept the undisputed testimony of the Tenant that all the April rent was paid to the Landlord and that no rent is now due under the Notice.

For these reasons, I cancel the 10 day Notice to End Tenancy. The tenancy will continue until ended in accordance with the Act.

### Conclusion

I find the 10 day Notice to End Tenancy is not valid and I order it cancelled, as the Tenant was not required to pay utilities. This tenancy will continue until ended in accordance with the Act.

This decision is final and binding on the parties, unless otherwise provided under the Act, and is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: May 02, 2013

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Residential Tenancy Branch