



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes**

CNR, FF

### **Introduction**

This matter was convened in response to an application under the *Residential Tenancy Act (the Act)* by the tenant seeking to cancel a Notice to End tenancy issued by the landlord for unpaid utilities, and recover their filing fee. At the outset of this hearing the tenant explained their claim sought a determination by the Arbitrator as to what amount they owed for their portion of utilities as the tenant disagrees with the landlord's version of the tenant's portion for utilities.

Both parties attended the conference call hearing. The parties were given opportunity to discuss their dispute with a view to resolving their dispute to mutual satisfaction.

### **Issue(s) to be Decided**

Does the tenant's application seek a remedy to a dispute respecting the rights and obligations under the terms of the tenancy agreement that are required or prohibited under the Act?

### **Background and Evidence**

The parties entered into a tenancy agreement in which the tenant is responsible for utilities. The tenancy agreement does not further articulate the amount, portion or conditions which give clarity to the tenant's obligation. The parties now disagree as to the tenant's obligation for utilities. The parties' discussion did not result in an agreement resolving their dispute. The landlord has not given the tenant a Notice to End respecting any breaches.

### **Analysis**

I find that I have not been presented with evidence of a breach of the tenancy

agreement or of a right, or of an obligation required or prohibited under the Act. I find that the tenant has not presented a dispute which could give rise to a remedy in respect to a right or an obligation under the terms of the tenancy agreement that are required or prohibited under the Act. As a result of all the foregoing, I dismiss the tenant's application without leave to reapply. The tenant is at liberty to seek resolution respecting matters impacting their rights or entitlements under the Act.

### **Conclusion**

There is no remedy available under the Act, Regulations or tenancy agreement in respect to the tenant's application. As a result, **I dismiss** the tenant's application, without leave to reapply.

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 30, 2013