



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Crown Park Homes Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR

Introduction

This hearing dealt with an application by the tenant to cancel a notice to end tenancy for unpaid rent. Both the tenant and the landlord participated in the teleconference hearing.

At the outset of the hearing, the landlord confirmed that she had received the tenant's application and evidence. I have reviewed all testimony and other evidence. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Background and Evidence

The tenancy began on July 1, 2012, with monthly rent of \$700 due in advance on the first day of each month. The landlord is agent for the owner of the rental unit.

On July 20, 2013, the landlord served the tenant a notice to end tenancy for unpaid rent. The notice indicated that on July 1, 2013 the tenant owed \$1600 in unpaid rent. The tenant did not pay any of this amount or any other rent after receiving the notice.

The tenant stated that during the tenancy she spoke to the landlord several times about her monthly hydro bills, which were over \$400 each month. The tenant stated that the landlord said she would do something about it, but she never did. The tenant stated that in mid-April 2013 the landlord told the tenant that she would not have to pay her monthly rent until her hydro bills were paid off. The tenant then stated that in the beginning of June 2013, the landlord told the tenant that the owners did not agree with this arrangement, and the tenant would have to pay the outstanding rent.

The landlord stated that she made no such agreement with the tenant, and the tenant's hydro is the tenant's business. During the hearing, the landlord orally requested an order of possession.

Analysis

I find that the notice to end tenancy is valid. Regardless of any verbal agreement that the landlord may have made with the tenant in mid-April, the tenant herself stated that the landlord withdrew that agreement in early June. There was no written agreement between the parties. I find that the tenant owed \$1600 as of July 1, 2013, and she did not pay that amount or any other amount after she received the notice to end tenancy. The tenant's application to cancel the notice is therefore dismissed.

As the tenant's application to cancel the notice to end tenancy is dismissed, and the landlord orally requested an order of possession pursuant to the notice, I accordingly grant the landlord an order of possession.

Conclusion

The tenant's application is dismissed.

I grant the landlord an order of possession effective two days from service. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

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: August 30, 2013

Residential Tenancy Branch