



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes O, FF

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. Other; and
2. An Order to recover the filing fee for this application - Section 72.

I accept the Tenant’s evidence that the Landlord was served with the application for dispute resolution and notice of hearing in person on August 20, 2013 in accordance with Section 89 of the Act. The Landlord did not participate in the conference call hearing. The Tenant was given full opportunity to be heard, to present evidence and to make submissions.

Background and Evidence

The tenancy started on February 3, 2013 and ended on August 31, 2013. Rent of \$1,000.00 was payable monthly and no security deposit was collected by the Landlord. There is no written tenancy agreement but the Tenant agreed to pay the Landlord for the cost of utilities upon presentation of the bill from the Landlord. On August 6, 2013 the Tenant paid the Landlord for utilities for two bills provided as evidence for this hearing. The Landlord wrote paid on the bills. On August 11, 2013 the Landlord gave the Tenant a 10 day notice to end the tenancy for unpaid utilities. The Tenant did not dispute the end of the tenancy and moved out of the unit but is concerned that the Landlord may claim the bills as being unpaid in the future. As a result of the claim in the

notice, the Tenant states that he was required to make an application to dispute the claim for unpaid utilities.

Issue(s) to be Decided

Is the Notice valid?

Is the Tenant entitled to recovery of the filing fee?

Analysis

Where a Notice to End Tenancy comes under dispute, the landlord has the burden to prove, on a balance of probabilities, that the notice is valid. Although the Tenant has not applied to dispute the notice in relation to the end of the tenancy and has moved out of the unit, the Tenant is disputing the basis for the notice as contained in the details of the application. Based on the undisputed evidence of the Tenant I find that the Tenant paid the utilities as set out in the Notice and that the Notice is therefore not valid. I also find that the Tenant is entitled to recovery of the \$50.00 filing fee.

Conclusion

I grant the Landlord an order under Section 67 of the Act for the balance due of **\$50.00**. If necessary, this order may be filed in the Small Claims Court 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: September 30, 2013

Residential Tenancy Branch

