



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC

Introduction

This hearing was scheduled in response to the tenant's application for cancellation of a notice to end tenancy for cause. Both parties attended and gave affirmed testimony.

Issue(s) to be Decided

Whether the tenant is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, a copy of which is not in evidence, the month-to-month tenancy began on September 01, 2013. Monthly rent of \$1,150.00 is due and payable in advance on the first day of each month, and a security deposit of \$550.00 was collected.

It is understood that hydro / heat is included in the \$1,150.00 monthly rent, and that the landlord anticipated that \$50.00 of this amount would be sufficient to cover the monthly cost of this utility. However, with the passage of time the landlord has determined that the monthly cost of this utility is in excess of \$50.00. Accordingly, the landlord has expressed a desire to negotiate an amendment to the tenancy agreement. The tenant's apparent reluctance to amend the original agreement has led to the landlord's interest in ending the tenancy. In the result, the landlord instructed the tenant by letter dated March 01, 2014 to "vacate the unit no later than midnight, March 31." To date, a proper formal notice to end tenancy under the Act has not been issued.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, forms and more can be accessed via the website: www.rto.gov.bc.ca

In consideration of the circumstances of this dispute, and pursuant to various issues raised by the parties during the hearing, the attention of the parties is drawn to the particular sections of the Act as follows:

Section 14: **Changes to tenancy agreement**

Section 26: **Rules about payment and non-payment of rent**

Section 41: **Rent increases**

Section 42: **Timing and notice of rent increases**

Section 43: **Amount of rent increase**

Section 44: **How a tenancy ends**

Conclusion

As a proper formal notice to end tenancy under the Act has not been issued, the tenancy continues in full force and effect.

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, 2014

Residential Tenancy Branch

