



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Infinity Properties Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, CNR

### Introduction

This hearing dealt with an application by the tenant seeking to have a 10 Day Notice for Unpaid Rent or Utilities set aside and an order to have a One Month Notice to End Tenancy for Cause set aside. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

### Issues to be Decided

Are the tenants entitled to have both notices set aside?

### Background and Evidence

The tenancy began on or about August 2011. Rent in the amount of \$1200.00 is payable in advance on the first day of each month.

The tenant gave the following testimony:

The tenant stated that he had a verbal agreement with the previous owner that utilities were included in the rent. The tenant stated that he had agreed to pay partial payments towards the utility bill with the present owner but when the landlord asked to increase the payments, the tenant stopped. The tenant stated that the property had lots of debris and garbage when he moved there. The tenant stated that he spent considerable time cleaning up the property and has fully complied with all of the requests of the landlord.

The landlord gave the following testimony:

The landlord stated that the tenant has refused to pay the outstanding amount of unpaid utilities. The landlord stated that the tenant has also caused damage to this development property by housing “lots of debris, garbage, and questionable materials”. The landlord stated that numerous requests were made to the tenant to comply. The landlord personally served both notices to the tenant and had the tenant sign and acknowledge service on April 3, 2014. The landlord stated that they wish the tenancy to end and seek an order of possession.

### Analysis

The tenant filed for dispute resolution on April 14, 2014. The landlord provided testimony and documentation to reflect the tenant had been served on April 3, 2014. The tenant gave sworn testimony confirming that. The tenant has filed outside of the legislated time line for both notices.

I accept the landlord's testimony and I find that the tenant was served with a notice to end tenancy for non-payment of utilities. The tenant did not pay the outstanding utilities arrears within 5 days of receiving the notice and although the tenant did apply for dispute resolution to dispute the notice they did not do that within the legislated timelines in accordance with the Act. It is worth noting that even if the tenant had filed within the timeline, the tenants did not provide sufficient evidence to have the notice set aside.

The tenants' testimony was inconsistent, contradictory and was not compelling. Each time I asked the tenant about the arrangement for payment of the utilities the tenant offered a different version. Ultimately the tenant acknowledged the debt and stated “I'll be happy do any work needed on the property but I just can't put any more money into it”. Based on the above facts I find that the landlord is entitled to an order of possession as requested during the hearing. 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. The Ten Day Notice to End Tenancy for Unpaid Rent or Utilities dated April 3, 2014 is hereby confirmed and remains in full effect and force.

As I have stated earlier, the tenant has filed outside the legislated time line and is deemed to have accepted the notice. The One Month Notice to End Tenancy for Cause is hereby confirmed and remains in full effect and force.

The landlord advised the tenants have paid the rent for the month of June in full. The tenants do not pose an immediate danger to the property and therefore the order of possession will take effect at 1:00 p.m. on June 30, 2014.

The tenant has not been successful in their application.

#### Conclusion

The tenants' application is dismissed in its entirety. The landlord is entitled to an order of possession.

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: June 05, 2014

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Residential Tenancy Branch

