



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR

Introduction

This hearing dealt with a tenant's application to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities. Neither of the named landlords appeared at the hearing. The tenant testified that landlord (referred to by initials CF) was served with the hearing package in person on July 9, 2014 by his outreach worker. I was satisfied CF was served with notification of this hearing in a manner that complies with the Act and I continued to hear from the tenant without the landlord present.

Preliminary and Procedural Matter

Although the tenant named two landlords in filing this Application for Dispute Resolution, the subject 10 Day Notice names only one landlord, CF, and only CF was served with the tenant's Application for Dispute Resolution. Therefore, I amended the tenant's Application for Dispute Resolution to exclude the other named landlord.

Issue(s) to be Decided

Should the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities be upheld or cancelled?

Background and Evidence

The tenant testified that his tenancy commenced in July 2013 with a former landlord and that under the verbal terms of tenancy the tenant was required to pay rent of \$400.00 per month, including utilities. The current landlord verbally requested the tenant pay more rent and utilities, to which the tenant objected. On July 1, 2014 the landlord issued the subject 10 Day Notice to End Tenancy for Unpaid Rent or Utilities and taped it to the tenant's door. The tenant filed to dispute the Notice within the time limit for doing so under the Act.

The 10 Day Notice indicates the tenant owes \$330.00 in utilities for the period of September 2013 to June 2014 and that as of June 1, 2014 hydro is \$25.00 per month.

The tenant testified that he has always paid the \$400.00 as originally agreed upon and the landlord did not issue a written demand for utilities.

Analysis

Where a Notice to End Tenancy comes under dispute, the landlord has the burden to prove that the tenancy should end for the reason(s) indicated on the Notice.

Since the landlord did not appear at the hearing or otherwise make any submissions with respect to this matter, I find the landlord has not established that this tenancy should end based upon a valid Notice to End Tenancy. Therefore, I grant the tenant's request to cancel the 10 Day Notice dated July 1, 2014 with the effect that this tenancy continues at this time.

Conclusion

The 10 Day Notice issued dated July 1, 2014 has been cancelled and the tenancy continues at this time.

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 09, 2014

Residential Tenancy Branch

