



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, FF

### Introduction

This is an application to cancel a Notice to End Tenancy that was given for cause, and a request for recovery of the \$50.00 filing fee.

Some documentary evidence and written arguments have been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions.

### Issue(s) to be Decided

The issue is whether or not to cancel or uphold a Notice to End Tenancy that was given for cause.

### Background and Evidence

On February 23, 2015 the landlord personally served the tenant with a one-month notice giving the following reason:

- Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.

The landlord testified that:

- The Notice to End Tenancy has been given because it is a material term of the tenancy agreement that the tenant pays the utilities, and the tenant has failed to do so, and as a result utilities have been added to the landlord's taxes.

Analysis

Neither the landlord nor the tenant has supplied a copy of the tenancy agreement, and therefore I have no way of determining whether or not paying the utilities is a material term of the tenancy agreement.

Therefore since it is the landlord who has the burden of proving the reasons given for ending the tenancy, it's my finding that the landlord has not met the burden of proving that there has been a breach of a material term of the tenancy agreement.

Conclusion

The 1 month Notice to End Tenancy dated February 20, 2015 is hereby canceled and this tenancy continues.

I further order that the landlord bear the \$50.00 cost of the filing fee paid by the tenant, and therefore the tenant may make a one-time \$50.00 deduction from future rent payable to the landlord.

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: March 25, 2015

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Residential Tenancy Branch

