



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR

### Introduction

This hearing dealt with an application by the tenants for an order setting aside a 10 Day Notice to End Tenancy for Non-Payment of Rent. Although served with the Application for Dispute Resolution and Notice of Hearing by registered mail actually received on March 6 and March 10 respectively, neither of the landlords appeared nor did they file any evidence.

### Issue(s) to be Decided

Is the 10 Day Notice to End Tenancy for Non-Payment of Rent dated February 27, 2015 valid?

### Background and Evidence

This month-to-month tenancy commenced October 1, 2014. The monthly rent of \$500.00 is due on the first day of the month. There was no written tenancy agreement.

The male tenant worked part-time for the landlords and his father works full-time for them.

The rental unit is a rural property that had been unoccupied for some time. Work was required to the rental unit and much of it was done by the father. The agreement was that some of the money and time spent on the rental unit by the father would be credited towards the rent. Again, the terms of this agreement were not reduced to writing.

Eventually there was a dispute as to how much credit would be applied to the rent. On February 27 the landlord issued and served the tenant with a 10 Day Notice to End Tenancy claiming arrears of rent in the amount of \$3000.00 due by March 1, 2015. This would represent six months of unpaid rent.

In addition to the rent the tenants were responsible for the hydro account which was kept in the landlords' name. The tenants say they acknowledge their responsibility but

although they asked the landlords to provide them with a copy of the invoice(s) the they have refused to do so.

The male tenant was laid off the same day that the notice to end tenancy was served. He says that he is owed \$700.00 in wages and thinks it may have been applied to the rent and/or the hydro bill. No accounting has been provided by the landlord.

### Analysis

On an application such as this the onus of proof is on the landlord to prove that as of the date of the notice to end tenancy there were arrears of rent owed, the amount of the arrears, and that payment of the arrears was not made within five days of the notice being served. The landlords have not submitted any evidence in support of the notice to end tenancy. Accordingly, the 10 Day Notice to End Tenancy dated February 27, 2015 is set aside and is of no force or effect. The tenancy continues until ended in accordance with the *Residential Tenancy Act*.

The landlords are also reminded that if they want payment of the hydro bills from the tenants they have an obligation to provide the tenants with copies of the invoices.

### Conclusion

The 10 Day Notice to End Tenancy dated February 27, 2015 is set aside and is of no force or effect. The tenancy continues until ended in accordance with the *Residential Tenancy Act*.

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 08, 2015

---

Residential Tenancy Branch

