



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding REMAX CITY REALTY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, MNR, MNSD, MNDC, FF

Introduction

The tenant applies to cancel a ten day Notice to End Tenancy dated May 14, 2015, for a monetary award for utility costs and for reimbursement for laundry, food and propane costs.

Issue(s) to be Decided

Does the relevant evidence presented at hearing show on a balance of probabilities that the ten day Notice is valid? Does it show that the tenant is entitled to any of the relief claimed?

Background and Evidence

The rental unit is a two bedroom basement suite. The tenancy started in July 2011. The rent is \$425.00 per month. The parties disagree about whether a security deposit was paid.

Neither side submitted a written tenancy agreement.

The respondent company is the agent of the original owner. In a recent dispute hearing, the file number of which is shown on the cover page of this decision, the arbitrator determined that the agent was a "landlord."

The premises were recently sold. Ms. R.A. who attended the hearing, became the new owner May 21, 2015. The respondent is her agent as well.

The tenant admits that April and May 2015 rent have not been paid. He says he didn't pay it because he did not know who to pay it too. He says that the respondent agent won't give him the address of the owner. He says that the respondent Mr. G.W. would

not accept rent. He says that the “bailiff” that served him with foreclosure documents told him not to pay rent.

It appears that the owner left the country late last year and allowed the utilities to the premises to be cut off.

Because of the lack of utilities, the tenant claims \$30.00 for laundry services, \$264.72 for hot meals/propane, a further \$729.70 for hot meals/propane, \$99.73 for Fortis utility payments and \$118.00 for Hydro utility payments. He reduced the food claims by half at the hearing.

The respondents admit to the \$99.73 for Fortis and the \$118.00 for Hydro but deny the others, saying that the utilities had been restored before the hearing of the previous matter, held March 13, 2015.

Mr. G.W. for the landlord says that the tenant knew to pay rent to the respondent company and that he had texted the tenant about it. He says the Hydro and Fortis matters were resolved at the last hearing.

Analysis

It is apparent that the respondent is a “landlord” of the tenant. That was made clear in the hearing decision March 13, 2015. The ten day Notice to End Tenancy clearly sets out the name and address the tenant is to pay the overdue rent to.

I find the tenant disingenuous in his argument that he could not pay rent because he did not know who to pay it too. The landlord’s representative Mr. G.W. has made it clear and certainly the ten day Notice makes it clear. The tenant was reckless in relying on the legal advice of a process server. Had he contacted the Residential Tenancy Branch to inquire about his rights and obligations, I have little doubt but that its representatives would have informed him that he was obliged to pay rent as per s. 26 of the *Residential Tenancy Act* (the “Act”).

The previous decision shows that the tenant made the same argument regarding recover of money for hot food and claimed that the utilities had been disconnected. Indeed, he had sought an order compelling the landlord to provide a service or facility and an order to comply with the *Act* or the tenancy agreement.

The parties at that hearing settled “all aspects of this dispute” by the landlords agreeing to pay the tenant \$155.00. The parties agreed that the tenancy continued under the

terms of the tenancy agreement, the landlord withdrew the ten day Notice challenged by the tenant in that proceeding and agreed that all unpaid rent claims to that date were satisfied.

On this evidence I find that the utilities had been reconnected. I consider his claim for hot meals/propane to be without merit and I dismiss it.

Conclusion

The ten day Notice is upheld. The landlord made a verbal request for an order of possession as it is entitled to do under s. 55 of the *Act*. I find this tenancy ended on May 26, 2015 and the landlord is entitled to an order of possession.

I grant the tenant a monetary award of \$217.73 for Fortis and Hydro bills consented to by the landlord and I authorize him to reduce the outstanding amount of rent owed to the landlord by that amount in full satisfaction of the award.

I decline to award recovery of any filing fee.

The tenant's claim for recovery of any deposit money is premature. That issue is to be determined when the tenant returns possession 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: July 10, 2015

Residential Tenancy Branch

