



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 the tenant's application to cancel a notice to end tenancy for unpaid rent or utilities. The tenant and the landlord participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Background and Evidence

The tenancy began on November 1, 2014. The rental unit is a suite in a house, with the other suite occupied by other tenant(s). The tenancy agreement indicates that the monthly rent is \$1000.00 plus utilities. There is no indication in the agreement what percentage of utilities the tenant is to pay.

On June 30, 2015 the landlord served the tenant with a notice to end tenancy for failure to pay \$382.27 in utilities. The notice indicated that the tenant was given a written demand to pay the utilities on June 30, 2015, the same date as the notice.

The landlord stated that the electricity and gas for the house are in another tenant's name, and the tenant was to pay that tenant a percentage of the utilities. The landlord acknowledged that there was no agreed-upon percentage in the tenancy agreement, and the landlord did not dispute that he left it to the tenants to determine what

percentage of utilities each should pay. The landlord stated that in the first month of the tenancy the tenant paid 40 percent of the utilities, but afterward she argued that she should only have to pay one third. The landlord's position is that the tenant should pay 40 percent of the utilities.

The tenant's response was that the landlord left the issue of the utilities for the tenants to figure out for themselves. The tenant stated that her issue was with the previous tenant, not the current tenants. The tenant submitted that the notice is not valid because her tenancy agreement does not require her to pay utilities to the landlord, and the landlord did not provide the tenant with a proper written demand or copies of the alleged bills.

Analysis

I find that the notice to end tenancy is not valid. The tenancy agreement does not specify a specific percentage or amount that the tenant must pay for utilities. Additionally, the landlord did not give the tenant written notice to pay the outstanding utilities at least 30 days before issuing the notice to end tenancy, as required under section 46 of the Act.

Conclusion

The notice to end tenancy dated June 30, 2015 is cancelled. The tenancy continues until such time as it ends in accordance with the 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: August 10, 2015

Residential Tenancy Branch

