



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** CNR, FF

### **Introduction**

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for nonpayment of rent.

The tenant testified that the notice of hearing was served on the landlord on October 17, 2017 by email. Despite having been served the notice of hearing, the landlord did not attend the hearing. The tenant attended the hearing and was given full opportunity to present evidence and make submissions.

### **Background and Evidence**

The tenant testified that the tenancy began in March 2015. The monthly rent is \$800.00. The tenant stated that the landlord picks up rent during the first week of the month. There is no written tenancy agreement and the landlord provides receipts by way of text message.

On September 30, 2011; the landlord served the tenant with a notice to end tenancy for nonpayment of rent in the amount of \$275.00 and non-payment of utilities in the same amount.

The tenant stated that rent was all paid but the landlord decided to charge the tenant for the cost of water. The landlord mentioned the new charge to the tenant but did not provide any paper work. The tenant stated that he paid utilities separately and they included a portion of the hydro and gas bills. The tenant stated that he was current on those payments. He stated that right from the start of tenancy; water was included in the rent.

The landlord did not provide any written notice to the tenant prior to serving the tenant with the notice to end tenancy. The tenant stated that since the cost of water was included in the rent, he did not pay this amount.

The tenant testified that since receiving the notice he has paid rent for the months of October, November and December 2017 and the landlord has accepted and provided receipts by text message.

### **Analysis**

In order to support the notice to end tenancy, the landlord must prove that the tenant did not pay rent. The landlord did not attend the hearing nor did he file evidence to support the notice. Therefore I find that the notice to end tenancy must be set aside and the tenancy will continue.

### **Conclusion**

The notice to end tenancy is set aside and the tenancy shall continue. The tenant may make a onetime deduction of \$100.00 from a future rent to recover the filing fee.

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: December 19, 2017

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Residential Tenancy Branch