



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes: CNR, LAT

### Introduction:

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. An order to cancel the 10 day Notice to End Tenancy dated December 5, 2017
- b. An order authorizing the Tenant to change the locks.

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Notice to End Tenancy was served on the Tenant by Express Post on December 5, 2017. Further I find that the Application for Dispute Resolution/Notice of Hearing was served on the landlord by mailing, by registered mail to where the Tenant resides on December 12, 2017. With respect to each of the applicant's claims I find as follows:

### Issues to be Decided:

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the 10 day Notice to End Tenancy dated December 5, 2017?
- b. Whether the tenant is entitled to an order to change the locks?

### Background and Evidence:

The tenancy began on September 1, 2017. The tenancy agreement was entitled House Sitting Agreement. The present rent is \$1077 per month payable in advance on the first

day of each month. The tenant(s) paid a security deposit of \$500 at the start of the tenancy.

The Notice to End Tenancy provides that the Tenant has failed to pay the utilities in the amount of \$117.01 following written demand on November 1, 2017. The tenant testified that the landlord failed to make a written demand and failed to provide an accounting that is sufficient to determine how much is owed.

The tenancy agreement provided that the tenant would pay the utilities. The parties orally agreed the tenant would pay \$40 a month which was to be applied to the outstanding utility bills. The tenant subsequently unilaterally reduced that to \$35 a month.

The parties reached a settlement which is recorded below. The settlement is based on the following:

- The Notice to End Tenancy dated December 5, 2017 is based on a Fortis bill that covers the cost of electricity to September 5, 2017. There is a dispute as to how much is owed. In the effort to settlement this matter the parties agreed to split the matter and agreed \$57.50 is owed to cover this period.
- Since this time the landlord has received and paid another bill that covers the period from September 5, 2017 to November 6, 2017 that provides that \$73.53 is owed. The tenant paid \$35 for October and \$35 for November for a total of \$70. The parties agree the Tenant owes \$3.53 for this period after deducting the two payments. The total owed to November 6, 2017 is \$61.03.

Settlement:

After a lengthy hearing the parties reached a settlement and they asked that I record the settlement pursuant to section 63(2) of the Residential Tenancy Act as follows:

- a. The tenant shall immediately pay the landlord the rent for January 2018 in the sum of \$1037.
- b. In addition the tenant shall immediately pay the landlord the sum of sum of \$61.03 which represents the agreed amount of the utilities owed to November 6, 2017.
- c. The tenant is responsible to pay the utilities for the period from November 6, 2017 to present. The parties acknowledge the tenant's payment of \$35 on November 1, 2017 has been applied to the previous bill. The tenant agrees to reimburse the landlord for the amount of this bill after the

landlord provides the tenant with a copy of the bill and proof the landlord has paid the bill.

- d. The landlord shall use his best efforts to add the Tenant's name to the account so that the bills are sent to the Tenant. The Tenant shall be responsible to pay the utility bill to the utility company when due after the bill is received by the Tenant.
- e. The landlord shall provide the name and telephone number of a second contact which can be used for emergency purposes if necessary.
- f. The landlord shall have a second set of keys cut and leave them with JW or some other person agreed upon by the parties and which shall be used for emergency purposes if necessary.

Determination and Orders:

As a result of the settlement I ordered that the Notice to End Tenancy dated December 5, 2017 shall be cancelled. The tenancy shall continue. I further ordered that the tenant's application to change the locks be dismissed.

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: January 07, 2018

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Residential Tenancy Branch