



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, FF

Introduction

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 sufficiently served on the Tenants by posting on March 15, 2015. Further I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the landlord by mailing, by registered mail on March 16, 2015. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided:

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the Notice to End Tenancy dated March 15, 2015?
- b. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence

The parties entered into a two year fixed term written tenancy that provided that the tenancy would start on March 1, 2013, end on February 28, 2015 and become month to month after that. The rent is \$2200 per month payable in advance on the first day of each month. The tenant(s) paid a security deposit of \$1100 at the start of the tenancy.

The tenancy agreement provided that the Tenants would pay the metered water and utility bill. The tenant made a utility payment on June 11, 2013 and on September 4, 2013.

The landlord did not demand the tenant pay the utility bill for approximately 15 months after that. The landlord testified he left a bill in the tenant's mail slot in October 2014. The tenant testified he never received it. In November the tenant was given a bill. However, it became apparent that there were certain discounts available had the tenant been given the bill in a timely manner. Further, there was penalties associated with the non-payment. The tenant submits he ought not to be responsible for these charges. However, the landlord failed to present all of the bills and it was not possible to calculate how much the discount and penalties were.

Settlement:

At the end of the 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 parties agree the tenants owe the landlord the sum of \$1416.78 in outstanding water bills to March 1, 2015.
- b. The tenant shall pay to the landlord's agent the sum of \$1416.78 on or before April 24, 2015.
- c. The parties agree that if the tenants pay the amount referred to above by April 24, 2015 the Notice to End Tenancy dated March 15, 2015 shall become null and void.
- d. If the tenants failed to pay as provided above the landlord shall have the right to file an Application for Dispute Resolution seeking an Order for Possession based on the Notice to End Tenancy dated March 15, 2015.

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 21, 2015

Residential Tenancy Branch

