



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## Decision

Dispute Codes: CNL CNR MNDC FF

## Introduction

This hearing dealt with an application by the tenants to cancel a notice to end tenancy for unpaid rent and a notice to end tenancy for landlord's use, as well as a monetary order for money owed by the landlord to the tenants.

The landlord submitted documentary evidence to the Residential Tenancy Branch but did not provide a copy to the tenants. I therefore did not accept or consider those documents as evidence in this matter.

## Issue(s) to be Decided

Are the tenants entitled to the monetary compensation claimed?

Is the notice to end tenancy for unpaid rent valid?

If not, is the notice to end tenancy for landlord's use valid?

Is the landlord entitled to an order of possession?

## Background and Evidence

On or about December 1, 2007, the tenants began renting a residential property from the landlord. The tenants also had a business agreement with the landlord to act as resident managers for the on-site vacation rental business. The parties had only verbal agreements regarding both the tenancy and the business. In the hearing, the tenants and the landlord agreed that the monthly rent was \$1200 and that the tenants were given permission to deduct approved business expenses from the rent. The tenants began to carry out improvements and pay for expenses for the business without the

landlord's approval. Then, when the landlord did not reimburse the tenants for the expenses they claimed, the tenants began to deduct amounts from the rent. On September 5, 2008 the landlord served the tenant with a two month notice to end tenancy for landlord use. On September 7, 2008 the landlord served the tenants with a 10 day notice to end tenancy for unpaid rent. The tenants did not pay the outstanding rent. The tenants seek a monetary order for \$5975.80 for monies they claim the landlord owes them. They also seek to cancel the two notices to end tenancy. In the hearing the landlord requested an order of possession.

### Analysis

I do not have jurisdiction to consider the tenants' application for monies owed to them related to the vacation rental business. The evidence of the tenants did not clearly indicate whether any portion of their monetary claim related to improvements made to the residential unit or property; however, as the tenants did not have the landlord's permission, they are not entitled to any compensation for those improvements. I therefore dismiss the tenants' monetary claim in its entirety.

The tenants did not have the landlord's permission to make deductions from the rent, and I therefore find that the 10 day notice to end tenancy for unpaid rent is valid. The landlord is entitled to an order of possession based on that notice.

In regard to the two month notice to end tenancy for landlord's use, this notice is of no force or effect and the tenants are no longer entitled to compensation pursuant to that notice.

### Conclusion

I grant the landlord an order of possession, effective two days after service. The tenants must be served with the order of possession. Should the tenants fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and

enforced as an order of that Court.

The tenants are not entitled to recovery of their filing fee.

Dated October 14, 2008.