



Dispute Resolution Services

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

Decision

Dispute Codes: CNR MNDC RR

Introduction

This hearing dealt with an application by the tenant to cancel a notice to end tenancy, an order for a reduction in rent and a monetary order for money owed. The applicant tenant, the co-tenant (acting as a witness rather than a party in this application) and an agent for the landlord all participated in the teleconference hearing.

On March 21, 2009 a separate hearing was conducted and a decision issued in regard to an application by the co-tenant. The co-tenant's application was dismissed and the dispute resolution officer granted the landlord an order of possession, naming only the co-tenant on the order.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the tenant entitled to a reduction in rent?

Is the tenant entitled to monetary compensation as claimed?

Background and Evidence

The evidence of the tenant was as follows. Prior to January 2009, both the applicant tenant and the co-tenant were performing some work for the landlord on a piecemeal basis, primarily minor repair work, cleaning and maintenance of the rental unit. The testimony of the tenants was that they had a verbal agreement with the landlord that they could rent the entire house for \$600 per month rent. The co-tenant testified that the landlord agreed to such a low rent because the house was dilapidating, and the tenant and co-tenant would not have agreed to rent the house for a higher amount because they were both on social assistance.

The co-tenant paid the landlord \$600 at the end of December 2008 for January's rent. On February 9, 2009 the tenants both gave the landlord invoices for work they performed. The applicant tenant billed the landlord \$144 for 12 hours of snow shoveling, \$144 for 12 hours of plumbing and \$48 for 4 hours of removal and relocation of cabinets. On February 10, 2009 the landlord served the co-tenant with a 10 day notice for unpaid rent. The notice was addressed to the co-tenant "and/or all tenants at serviced address." On February 18, 2009, the co-tenant paid the landlord \$600 for February's rent.

The tenant gave testimony that in regard to the portion of his application requesting a reduction in rent, he sought an order that the monthly rent was \$600.

The landlord's evidence was as follows. The landlord had a verbal agreement that the tenants could rent the house for \$1200 per month. The rental unit is a house on 1.3 acres of property. The previous tenant rented the house for 10 years and paid rent of \$1200 per month for those 10 years. In the hearing the landlord verbally requested an order of possession based on the notice to end tenancy for unpaid rent.

In regard to the tenant's application for a monetary order, the landlord told both the tenants that they would have to provide quotations and receive written permission before conducting any work for which they would be paid. The tenants did not receive written permission to carry out the work detailed on their invoices. The landlord questioned the validity of the amounts claimed on the invoices, as the tenants claimed that they had each carried out 12 hours of shoveling snow within the same one to two day time period.

Analysis

In regard to the rental amount, I prefer the evidence of the landlord as more credible. I do not find it likely that the landlord would have agreed to rent a house on 1.3 acres of land for \$600 per month. Further, while both tenants separately filed to dispute the

notice to end tenancy, the notice was issued on February 10, 2009 and the tenants did not make any payment of rent for February until February 18, 2009. The tenants did not have a written or verbal agreement from the landlord regarding work in lieu of rent. Based on these facts I find that the notice to end tenancy is valid.

Regarding the application for a reduction in rent, the tenant's testimony was that he was not in fact seeking a reduction in rent as set out in the legislation, but rather a finding that the rent was \$600. I have already determined that the rent was \$1200, and I dismiss the portion of the application regarding a reduction in rent.

In regard to the application for monetary compensation, I find that the landlord did not authorize the tenant to carry out the work for which he has claimed compensation, and any work the tenant did carry out for the landlord falls under an employee-employer relationship over which I do not have jurisdiction. I therefore dismiss this portion of the tenant's application.

Conclusion

The tenant's application is dismissed.

The landlord has already been granted an order of possession pursuant to this notice, and I confirm the validity of the notice to end tenancy on which that order of possession is based. Although the notice to end tenancy only names the co-tenant, the landlord may seek to enforce that order of possession against both the co-tenant and the tenant in this matter, as they are both tenants under the same tenancy.

Dated March 17, 2009.