



Dispute Resolution Services

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

Decision

Dispute Codes: DRI CNR FF

Introduction

This hearing dealt with an application by the tenant to dispute an additional rent increase and to cancel a notice to end tenancy for unpaid rent. The tenant, the landlord and a witness for the landlord participated in the teleconference hearing.

Issue(s) to be Decided

What was the monthly rent at the outset of the tenancy?

Is the notice to end tenancy valid?

Background and Evidence

The tenancy began on May 1, 2009. The landlord and the tenant did not enter into a written tenancy agreement at the outset of the tenancy. The tenant paid a security deposit of \$425 and rent for May 2009 in the amount of \$850.

The tenant's testimony was that a couple of weeks before May 1, 2009 the tenant and the landlord talked about the tenant receiving a reduction in her rent in exchange for cutting the grass, doing some grounds keeping work and collecting the rent from other tenants. However, the exact amount of the reduction was not specified at first, and then \$150 was discussed. The tenant paid \$850 in rent for the following months of June, July and August 2009. In the hearing, the tenant acknowledged that she was not collecting the rent, and that on at least two occasions she did not cut the grass because she was ill. On July 15, 2009 the landlord gave the tenant a letter that stated if the

tenant was not going to do the grounds keeping, her rent would increase by \$150. On August 3, 2009 the landlord presented a written tenancy agreement which stated that the monthly rent was \$1050, with a reduction of \$200 per month for “yard and property maintenance.” The tenant refused to sign the tenancy agreement. The landlord then served the tenant with a ten day notice to end tenancy for unpaid rent. The tenant did not make any further payments for August rent, and she paid \$850 for September rent. The tenant’s position was that the landlord was attempting to illegally increase the rent from \$850 to \$1050, and that the notice to end tenancy is not valid.

The response of the landlord was as follows. The landlord made it very clear to the tenant before the tenancy began that the rent was \$1050 with a \$200 reduction for grounds keeping and collecting the rent. The tenant moved into the same rental unit that was previously occupied by two tenants in succession whose rent was \$1050 less \$200 for grounds keeping and collecting the rent. The tenant refused to collect other tenants’ rent, and she was not regularly carrying out grounds keeping. In the letter of July 15, 2009, the landlord was trying to give the tenant a break by offering to reduce the rent from \$1050 to \$1000 if the tenant did not do grounds keeping. The tenant did not respond. The landlord had to make alternate arrangements to have the grass cut and to collect the rent. The landlord then sought to enforce the tenant’s original rent of \$1050. In the hearing the landlord verbally requested an order of possession pursuant to the notice to end tenancy for unpaid rent.

Analysis

In considering all of the evidence, I find that the evidence of the landlord is more credible and plausible than that of the tenant. The tenant acknowledged that she was aware a couple of weeks before the tenancy began that there was to be a reduction in her rent in exchange for grounds keeping and collecting the rent. I find it unlikely that the tenant was not aware that the reduction in rent would be \$200. I therefore find that the verbal tenancy agreement was for rent of \$1050, with a reduction of \$200 for property management work performed by the tenant.

By her own admission, the tenant was not collecting the rent or carrying out grounds keeping on a consistent basis. The landlord first offered to reduce the full rent from \$1050 to \$1000, but the tenant did not respond. The landlord determined that the tenant was no longer entitled to the \$200 reduction in rent, and on August 3, 2009 the landlord served the tenant with the notice to end tenancy for unpaid rent. The tenant did not pay the balance of rent owing. The notice to end tenancy is therefore valid, and the landlord is entitled to an order of possession pursuant to the notice.

Conclusion

The tenant's application is dismissed. The tenant is not entitled to recovery of the filing fee for the cost of her application.

I grant the landlord an order of possession. The tenant must be served with the order of possession. Should the tenant 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.

Dated September 24, 2009.