

## **DECISION**

**Dispute Codes:** MT, CNC, CNR, LRE, RR, FF, 0

This hearing dealt with an application by the tenants for a monetary order for compensation for loss under the *Act* and tenancy agreement and for rent reduction.

At the outset of the hearing, the tenants withdrew their application 1) to allow them more time to make an application to cancel a notice to end tenancy; 2) to cancel the notices to end tenancy; 3) to suspend or set conditions on the landlords' right to enter the rental unit; and 4) for a monetary order for the return of their security deposit.

On June 1, 2008, the landlords collected a security deposit from the tenants in the amount of \$750.00. The tenancy began on the same day. A monthly rent in the amount of \$1550.00 was payable in advance on the first day of each month. On October 15, 2008, the tenants started renting the shop from the landlords for an additional monthly rent of \$1500.00 payable on the 15<sup>th</sup> of each month. The tenants maintained that this additional rent included the rental of approximately 2.5 acres of adjacent land. On or about August 28, 2009, the tenants moved out of the rental unit.

The tenants are seeking recovery of \$25,000 as compensation for their inability to use the 2.5 acres of land and they gave the following testimony in support of their claim. There was a verbal agreement between the landlords and tenants for the tenants to rent the shop and the land for \$1500.00 each month starting October 15, 2009. In the spring of 2009, the tenants hired a farmer, WP, to prepare the land and to purchase the seeds and fertilizers for planting corn. The tenants gave WP a deposit in the amount of \$3000.00. In mid April when WP was to start work, the tenants found that the landlord had rented the land to

another party. Therefore WP could not start work on the land and refused to return the \$3000.00 deposit. The tenants are seeking recovery of \$25,000 for the 1) \$3000.00 deposit given to WP; 2) \$30,000 to \$40,000 they could potentially earn from the corn crop; and 3) \$750.00 in rent reduction from April 15 to May 15 as they were unable to plant on the land.

The landlords gave the following testimony regarding the tenants' rental of the shop. The landlords and the tenants had a verbal agreement for the tenants to start renting the shop on October 15, 2009 for a monthly rent of \$1500.00. This agreement did not include the 2.5 acres of land. At the time, the tenants did express interests in renting the land but the landlords declined. The landlords added that the former tenant of the shop also paid a monthly rent of \$1500.00 and they could provide bank statements to prove their receipt of such amounts.

WP testified during the hearing and said that he received \$3000.00 from the tenants. When asked if he could provide proof of such receipt, he said that the payment was in cash and he never gave the tenants a receipt. Based on the above, I find the tenants not to be proven their payment of a \$3000.00 deposit to WP. There was also no written agreement between the landlords and the tenants regarding the inclusion of the land in the additional \$1500.00 monthly rent. Based on all of the above reasons, I find insufficient prove to show that the \$1500.00 additional monthly rent included the tenants' use of the 2.5 acres of land. Accordingly, I dismiss the tenants' application for a monetary order based on their inability to use this land.

Dated September 01, 2009.