



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      OPR, CNR, MNR, FF

### Introduction

This hearing dealt with cross Applications for Dispute Resolution, filed by each of the parties.

The Landlord requested the tenancy be ended due to unpaid rent, an order of possession be granted, for monetary orders for unpaid rent and to recover the filing fee for the Application.

The Tenant requested that the 10 day Notice to End Tenancy for unpaid rent be cancelled and to recover the filing fee for the Application.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues(s) to be Decided

Is the Landlord entitled to an order of possession and the monetary orders sought?

Is the 10 day Notice to End Tenancy valid or should it be cancelled?

### Background and Evidence

This tenancy began in November of 2009. The Tenant was an employee of the Landlord. There was dispute between the parties if a written tenancy agreement had been entered into. Nevertheless, both parties testified to the terms of the tenancy.

Under the terms of their tenancy arrangement the monthly rent was \$1,300.00. As the Tenant was an employee of the Landlord she was entitled to a discount of \$300.00 off the rent per month. According to the testimony of both parties, the Landlord deducted \$500.00 from each of the Tenant's pay cheques every two weeks for the \$1,000.00 a month discounted rent. Both parties acknowledged these terms during the course of the hearing.

The Landlord terminated the employment of the Tenant in April of 2010. (It was explained to both parties during the hearing that issues dealing with the termination and salary etc., of the Tenant, must be dealt with by the appropriate authority, as there is no jurisdiction to deal with employment matters under the *Residential Tenancy Act*.)

On May 5, 2010, the Landlord served the Tenant with a 10 day Notice to End Tenancy for unpaid rent in the amount of \$1,300.00. The Agents for the Landlord testified that a few days after the Notice was served the sum of \$500.00 was deducted from the Tenant's paycheque, and therefore, \$800.00 was due in rent.

The Tenant argued that following her termination the Landlord should have given her a three month Notice that her rent was increasing.

The Landlord is arguing that following the termination in April of 2010, the May 2010 rent would revert back to the \$1,300.00 amount.

Both the Landlord and the Tenant agreed that the Tenant had not paid the \$800.00 for May 2010 rent. Both parties also agreed the Tenant had paid no rent for June of 2010.

### Analysis

Based on the above, the evidence and testimony, and on a balance of probabilities, **I find that the 10 day Notice to End Tenancy is valid and should not be cancelled.** Therefore, I dismiss the Tenant's Application.

The Landlord was not required to give a three month Notice of rent increase to the Tenant, since her rent amount was not "increasing" as contemplated under the Act. I find the loss of the employment discount of \$300.00 per month simply meant the rent reverted to the market amount payable for the unit as agreed by the parties at the outset of the tenancy, or \$1,300.00.

While the total amount of rent the Tenant must pay is now larger than when she was employed, this is not an increase beyond the agreed amount of \$1,300.00 per month for rent. It simply reflects that the Tenant is no longer entitled to a \$300.00 a month discount due to being employed by the Landlord.

Based on this, I find the Notice to End Tenancy is valid, and that the Landlord is entitled to end the tenancy due to non-payment of rent in the amount of \$800.00. The Agents for the Landlord requested an order of possession effective at the end of June, 2010. Therefore, I grant and issue the Landlord an order of possession for the rental unit **effective at 1:00 p.m. June 30, 2010.**

I also find the Landlord has established a total monetary claim of **\$850.00**, comprised of \$800.00 due in rent for May of 2010, and the \$50.00 filing fee for the Application. I grant and issue the Landlord an order in those terms and this order may be enforced in the Provincial Court.

The parties must deal with the security deposit and any applicable interest at the end of the tenancy in accordance with the Act. The Landlord has leave to apply for further monetary orders, including June 2010 rent.

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: June 24, 2010.

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Dispute Resolution Officer