

DECISION

Dispute Codes OPR OPL MNR MNSD FF
RR O FF

Introduction

This hearing dealt with cross applications for Dispute Resolution filed by both the Landlords and the Tenant.

The Landlords filed seeking an Order of Possession for unpaid rent and landlord's use of the property, a Monetary Order for unpaid rent, to keep the security deposit in partial satisfaction of their claim, and to recover the cost of the filing fee from the Tenants.

The Tenant filed seeking an Order for reduced rent for repairs, services or facilities agreed upon but not provided, for other reasons, and to recover the cost of the filing fee from the Landlords for this application.

Service of the hearing documents by the Tenant to the Landlords was done in accordance with section 89 of the *Act*, sent via registered mail to each Landlord on June 1, 2010. The Landlords are deemed to be served the hearing documents on June 6, 2010, the fifth day after they were mailed as per section 90(a) of the *Act*.

The Tenant appeared, gave affirmed testimony, was provided the opportunity to present her evidence orally, in writing, and in documentary form.

The Landlords did not appear despite being served with notice of the Tenant's application in accordance with the Act and despite having their own application for dispute resolution scheduled for the same hearing date and time.

Issue(s) to be Decided

Are the Landlords entitled to Orders under sections 38, 55, 67, and 72 of the *Residential Tenancy Act*?

Is the Tenant entitled to an Order under section 65 of the *Residential Tenancy Act*?

Background and Evidence

Tenant testified that she entered in to a verbal agreement with the Landlords to provide a contract for service to clean and repair the rental unit, after which she would occupy as a tenant. She began the work on approximately January 23, 2010, which continued until April 6th, or 7th, 2010 which is when she moved into the rental unit.

The Tenant argued that on February 12, 2010, she paid a security deposit of \$275.00 and a pet deposit of \$180.00. She stated that they had agreed to contra the cost of her services against her rent payments. Things began to go “sideways” so the Tenant vacated the rental unit on June 30, 2010. The Tenant is seeking compensation for the work performed that she was not reimbursed for.

Analysis

All of the testimony and documentary evidence was carefully considered.

Landlord’s Application

Section 61 of the *Residential Tenancy Act* states that upon accepting an application for dispute resolution, the director must set the matter down for a hearing and that the Director must determine if the hearing is to be oral or in writing. In this case, the hearing was scheduled for an oral teleconference hearing.

In the absence of the Applicant Landlords, the telephone line remained open while the phone system was monitored for ten minutes and no one on behalf of the Applicant Landlords called into the hearing during this time. Based on the aforementioned I find that the Landlords have failed to present the merits of their application and the application is dismissed, without leave to reapply.

Tenant’s Application

The Tenant has sought compensation for her services which were provided under a verbal contract for service. Section 2 of the *Residential Tenancy Act* provides that the Act applies to tenancy agreements. There is no provision under the *Residential Tenancy Act* which provides for contracts for service and for that reason, I decline to hear this matter.

That being said, the Tenant is at liberty to make application relating to the security and pet deposits paid in relation to the tenancy agreement.

Conclusion

Landlords' Application

I HEREBY DISMISS the Landlord's application, without leave to reapply.

Tenant's Application

I HEREBY DISMISS the Tenant's application, without leave to reapply.

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: July 16, 2010.

Dispute Resolution Officer