



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNDC, FF

Introduction

This hearing dealt with an application by the tenant for a monetary order for compensation for damage or loss and recovery of the filing fee. Both parties participated in the conference call hearing.

Issue(s) to be Decided

Is the tenant entitled to any of the above under the Act.

Summary of Background and Evidence

This tenancy began January 1, 2009 with monthly rent of \$650.00.

The tenant testified that he had entered into a verbal agreement with the landlord to complete work on the property but that the landlord has not compensated him for the work done. The tenant stated that he removed a large tree at the cost of \$3000.00, put new siding on the residence at a cost of \$1200.00 and insulated the windows and porch at a cost of \$100.00; the tenant is seeking a monetary order for \$4300.00. The tenant contacted the landlord by email on October 15, 2010 stating that he was sending her a bill for the work completed on the property. The tenant maintains that he had a verbal agreement with the landlord for purchase of the property but has no agreement in writing to this effect.

The landlord's agent has submitted emails into evidence regarding the work completed on the property and these relate to communications between the tenant and landlord's realty agent. The emails note that payment would be made for the supplies to re-side the residence however there is no mention of an agreement to pay the tenant for his work. An email related to removal of the tree notes that the tenant offered to remove the tree, there is no mention of an agreement to pay the tenant for his work. The emails note that the tenant was unemployed during this time and that he would complete the

work 'to keep himself busy' and that although BC Hydro would remove the tree at no cost, the tenant offered to remove it.

The landlord's agent testified that the landlord had never entered into an agreement with the tenant for purchase of the property, written or verbal. Emails submitted as evidence verify that the landlord did not intend to set up a purchase option with the tenant as the landlord intended on selling the property and using the funds for a new residence in Alberta. The landlord advised the tenant in the emails that if he was interested in purchase of the property that he needed to secure his own funding and mortgage. The property in question was sold In October 2010.

Analysis

Based on the documentary evidence and testimony of both parties, I find that the tenant has not met the burden of proving that he has grounds for compensation and is entitled to a monetary award. The tenant has not submitted evidence of any written agreements to be paid for work completed on the property or for purchase of the property. Email communication between the parties submitted into evidence clearly reflects that the landlord had no intention of setting up a purchase agreement with the tenant.

The tenant's application is hereby dismissed in its entirety without leave to reapply.

As the tenant has not been successful in their application they are not entitled to recovery of the filing fee.

Conclusion

The tenant's application is hereby dismissed in its entirety 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: March 14, 2011.

Residential Tenancy Branch