



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes MT, CNC, MNDC, LAT, RR, FF

### Introduction

This conference call hearing was convened in response to the tenant's application for a cancellation of a 1 Month Notice to End Tenancy; for more time to make an application to cancel a Notice to End Tenancy; a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement; to authorize a tenant to change locks; to allow a tenant to reduce rent; and to recover the filing fees associated with this application.

Both parties attended the hearing and provided affirmed testimony. They were given a full opportunity to be heard, to present evidence and to make submissions.

At the outset, the tenant stated that he no longer wished to dispute any aspect of his claim with the exception of \$695.00 for one month's free rent.

### Issue(s) to be Decided

Is the tenant entitled to a Monetary Order, and if so for what amount?

### Background and Evidence

The rental unit consists of a bachelor suite. Pursuant to a written agreement, the fixed term tenancy started on July 1<sup>st</sup>, 2010 at a rate of \$695.00 per month, ending on June 30<sup>th</sup>, 2011. The tenancy continued month to month after that date. The agreement

states that the 13<sup>th</sup> month is free, which means that the tenant did not have to pay rent for July 2011. The tenant said that he is on disability and that his rent is automatically deposited from his account to the landlord's account. The tenant said that for this reason rent was paid for July 2011. The tenant is claiming reimbursement for that month's rent.

The landlord testified that her company took over the building in December 2011 and therefore this arrangement, which was made with the previous landlord, does not apply to the new landlord. The landlord made an oral request for an Order of Possession.

### Analysis

Section 14(1) of the Act states that a tenancy agreement may not be amended to change or remove a standard term. The tenancy agreement is a contract of adhesion drawn by the landlord. Once signed, the landlord is obliged to accept the terms of the agreement without modification.

The landlord did not enter into a different agreement when taking over the building in December 2011. The change in the administration of the tenancy was at no fault of the tenant and I find that the landlord affirmed the original contract when she took over the building complex. Therefore the term concerning the free rent continues to apply.

Section 55(1) of the *Residential Tenancy Act* states:

*"If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant an order of possession of the rental unit to the landlord if, at the time scheduled for the hearing,*

- (a) The landlord makes an oral request for an order of possession, and*
- (b) The director dismisses the tenant's application or upholds the landlord's notice."*

Since the tenant withdrew his application to cancel the notice to end tenancy, the landlord is entitled to an order of possession.

Conclusion

I grant the landlord an Order of Possession effective two days from the date the order is served upon the tenant. If necessary, This Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

Pursuant to Section 67 of the Act, I grant the tenant a monetary order for \$695.00. This Order may be registered in the Small Claims Court and enforced as an order of that Court.

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: January 03, 2012.

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Residential Tenancy Branch