



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with cross applications by the landlord and tenant. The application by the tenant is to cancel a notice to end tenancy for unpaid rent. The application by the landlord is for an order of possession for unpaid rent, a monetary order for unpaid rent and recovery of the filing fee. Both parties participated in the conference call hearing.

Issue(s) to be Decided

Is either party entitled to any of the above under the Act.

Background and Evidence

This tenancy began September 1, 2011 with monthly rent of \$850.00 and the tenant paid a security deposit of \$425.00.

On January 3, 2012 the landlord served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent.

The landlord testified that she had hired the tenant to complete some painting in another rental unit and that the tenant had been provided with a rent reduction and cash for the work. The landlord stated that at this time the tenant owes the landlord \$850.00 in unpaid rent for January 2012. The landlord maintains that the tenant is not owed any further wages.

The tenant testified that there had been an agreement with the landlord to complete painting work at another rental unit. The tenant stated that due to the scope of the job he had hired an additional painter to help him. The tenant stated that the cost for the work came to \$3050.00, there had been \$1300.00 applied as a rent credit, \$450.00 cash paid leaving a balance of \$1750.00 owed to the tenant. The tenant stated that he does not have an agreement in writing that states the hourly rate for the work or the scope of the work that was to be completed.

As the tenants still occupy the rental unit and have made no effort to pay the January 2012 rent that is due, the landlord has requested an order of possession effective 2 days after service upon the tenants.

Analysis

Based on the documentary evidence and testimony of the parties I find on a balance of probabilities that the landlord has met the burden of proving that they have grounds for entitlement to an order of possession and monetary order for unpaid rent. The tenants were properly served with a notice to end tenancy for non-payment of rent and although they did file to dispute the notice the tenants did not have evidence to prove that the notice should be set aside.

It is acknowledged that the parties have a dispute regarding money owed for work completed however this office does not have jurisdiction over such matters. And as there is no written agreement in place between the parties that states rent will be deducted for money owed, the unpaid rent remains unpaid rent.

Accordingly I find that the landlord is entitled to a monetary order for \$850.00.

As the landlord has been successful in their application the landlord is entitled to recovery of the \$50.00 filing fee.

Conclusion

I hereby grant the landlord an **Order of Possession**, effective **2 days** after service of the Order upon the tenant(s). This Order must be served on the tenant(s) and may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

I find that the landlord has established a monetary claim for \$850.00 in unpaid rent. The landlord is also entitled to recovery of the \$50.00 filing fee. I grant the landlord a monetary order under section 67 for the amount of **\$850.00**.

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 30, 2012

Residential Tenancy Branch