



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the Landlord entitled to an Order of Possession?

Is the Landlord entitled to the monetary amounts claimed?

Background and Evidence

The Landlord states that the tenancy started on January 1, 2012 with a monthly rent of \$1,000.00 that was reduced to \$800.00 for February 2012 and onward. No security deposit was paid. No written tenancy agreement was entered into. The Landlord states that the Tenant owes \$400.00 in rental arrears for February and failed to pay rent for March 2012 of \$800.00. The Landlord states that on March 10, 2012 the Tenant was served with a 10 day notice to end tenancy by posting the notice on the door. The Witness states that this notice was witnessed being posted on the Tenant’s door on March 10, 2012. The Tenant states that no notice was received by him or posted on the door.

The Tenant states that the Tenant moved from Saskatchewan in December 2011 following an offer of employment from the Landlord and that the offer of employment included the provision of four months free rent. The Tenant states that this offer was accepted by him and upon arrival at the address to be moved into, as provided by the offer of employment, the Tenant discovered that the persons living in the upper unit did not know about the Tenant's move into the basement unit. As a result the Tenant states that some days later the Landlord then moved the Tenant to another unit. The Tenant states that by virtue of the employment contract, no rent would be payable at this unit. The Tenant supplied an unsigned copy of the agreement and states that the agreement was signed by the Tenant in front of the Landlord's lawyer and that this lawyer has the signed copy of the agreement. The Tenant states that the Landlord has also failed to pay the Tenant for his work.

The Landlord agrees that this offer of employment was made to the Tenant but states that since the Landlord did not sign the agreement, the agreement is not valid. The Landlord states that the person who the Tenant states is a lawyer is a notary and that although this person is not a lawyer, this person practices law. Further, the Landlord states that the unit currently in dispute is owned by the Landlord's father and that the Landlord is responsible to his father for the rent payments.

The Parties reached an agreement during the Hearing that the Tenant would end the tenancy and move out of the unit by 1:00 p.m. on May 1, 2012. No agreement however was reached on the rent claimed.

Analysis

Given the agreement of the Parties on the end of the tenancy, I find that the Landlord is entitled to an Order of Possession effective 1:00 p.m. on May 1, 2012. Given the Tenant's evidence of an employment agreement that provides the Tenant four months free rent and considering the lack of a signed tenancy agreement, I find that the

Landlord has not substantiated on a balance of probabilities an entitlement to rent and I dismiss this part of the Landlord's application.

Conclusion

I grant an Order of Possession to the Landlord effective 1:00 p.m. on May 1, 2012.

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: April 17, 2012.

Residential Tenancy Branch