



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, FF, LRE, MNDC, OLC, PSF, RP

Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request to cancel a Notice to End Tenancy and a request for recovery of the \$50.00 filing fee.

Background and Evidence

The landlord has argued that:

- The tenants signed a tenancy agreement that states that rent is \$150.00 per month.
- The tenants were caretaking the rental property in lieu of rent however their employment was terminated as of December 2011.
- The tenants therefore should have been paying \$150.00 per month since then, for a total of \$900.00 to the end of June 2012.
- The actual amounts that the tenants have paid are as follows:

March 29, 2012	\$12.00
April 2, 2012	\$4.00
May 1, 2012	\$150.00

May 29, 2012	\$150.00
Total	\$316.00

- The tenants therefore still owe \$584.00.
- Since the tenants had not paid the full amount of rent owed, a Notice to End Tenancy was served on the tenants on May 15, 2012.

The tenant has argued that:

- They had based the amount of rent owed per month on the statement from the previous landlord that stated that Lawn Care/Groundskeeper was \$1200.00 per year (Currently Unit 3 does this in lieu of rent).
- They therefore assume that their monthly rent was \$100.00 per month.
- From that amount they deducted \$96.00 per month because the previous landlord had been paying them \$96.00 per month for loss of the ability to use laundry services, as originally ordered by a previous Dispute Resolution Officer.
- This left \$4.00 per month owing, and that is what they paid for the months of January 2012 through April 2012.
- However in a previous dispute resolution hearing the dispute resolution officer suggested they start paying \$150.00 per month until the actual rent for the unit was established.
- They have therefore paid \$150.00 for the month of May 2012, and \$150.00 for the month of June 2012.
- They remembered signing a tenancy agreement at the beginning of the tenancy however they did not have a copy of it and therefore were unaware of the fact that rent on that agreement was set at \$150.00 per month.

Analysis

It is my decision that both the landlords and the tenant are bound by the written tenancy agreement that states that rent is \$150.00 per month.

I do not accept the tenant's argument that rent should be \$100.00 per month simply because a previous landlord's statement of expenses stated that lawn care/groundskeeper was \$1200.00 per month.

It is also my decision that the tenants do not have the right to continue deducting \$96.00 per month from the rent, because the original dispute resolution officer's decision was for a limited time only and there is presently no order allowing a deduction from the rent.

Therefore the tenants should have paid a total of \$900.00 rent for the months of January 2012 through June 2012, less a \$50.00 deduction awarded to cover the filing fee in a previous dispute resolution hearing, leaving a balance of \$850.00.

Therefore since the tenants, at this point, have only paid \$316.00, they must pay the remaining \$534.00 to the landlords as soon as possible. If this outstanding rent is not paid within 30 days the landlord may issue a 10 day Notice to End Tenancy.

I will however cancel the May 15, 2012 Notice to End Tenancy, because at the time that the notice was given the amount of rent payable per month had not been officially established.

However I order that the applicant tenants bear the cost of the filing fee they paid for today's hearing, because they do still owe a substantial amount rent to the landlords.

Conclusion

The 10 day Notice to End Tenancy dated May 15, 2012 is hereby cancelled and this tenancy continues.

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: June 13, 2012.

Residential Tenancy Branch