



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MNDC, MNR, MNDC, RR*

### **Introduction**

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for a monetary order for compensation for loss under the *Act*, a reduction in rent for repairs and for the return of the security deposit. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

At the outset of the hearing, I informed the tenant that since the tenancy had not yet ended, his application for the return of the security deposit was moot and accordingly dismissed with leave to reapply.

### **Issues to be decided**

Is the tenant entitled to compensation and a reduction in rent?

### **Background and Evidence**

The tenancy started on May 01, 2012. The landlord stated that the tenant viewed the unit at least six times before he agreed to rent it. The tenant stated that he viewed it only once. The advertised rent was \$1,300.00 per month and did not include utilities. Prior to moving in, the tenant paid a security deposit of \$600.00.

In his written submission, the tenant states that he viewed the rental unit and found that it had a partially finished basement. He also describes in detail the condition of the rental unit as viewed by him during his initial visit and the discussion he had with the landlord during this visit. Both parties discussed the fact that there had been a grow operation in the rental unit and repairs were required. The landlord also spoke about finishing the basement.

The tenant stated that since he is a construction engineering technologist and has contacts in the construction field, he agreed to carry out the repair and finishing of the basement. In his written submission, the tenant states that the landlord agreed to supply the materials if the tenant would provide labor, tools and equipment to carry out the work. The tenant further adds that in reply to his question on how he would benefit from this agreement, the landlord told him that he would reduce the monthly rent by

\$100.00 and the tenant would be permitted to utilize the basement for his own use or to sub let it..

The tenant stated that he agreed to this arrangement because he has friends in the construction trades. The parties entered into a two year lease described in the tenancy agreement as *“locked in at \$1,200.00 per month plus utilities which included a list of work to be performed and a time line we needed this done by”*

The tenant testified that as time went by, he found several other deficiencies with the rental unit. He also stated that the landlord stopped supplying the materials needed to carry out the work. He agreed that the landlord did supply some materials at the start of the tenancy.

The landlord stated that after the first month of the tenancy, the tenant stopped paying rent. He did not pay rent for June and on June 03, 2012; he served the tenant with a ten day notice to end tenancy. The tenant continues to occupy the rental unit and in addition has not paid rent for July and August. The tenant also did not dispute the notice to end tenancy. The landlord filed evidence which included the notice to end tenancy and the tenancy agreement. I informed the landlord that he would have to make his own application to deal with issues of unpaid rent and an order of possession.

The tenant stated that he did not pay rent because the landlord owes him money for the work that he did in the basement. The tenant is claiming 60 hours of work at \$35.00 per hour and 45 hours of work at \$20.00 per hour that was done by the co tenant. This totals to \$3,000.00. The tenant's application is for a monetary order of \$3,100.00. The tenant stated that the additional \$100.00 was for miscellaneous supplies that he had purchased, but did not file evidence to support this additional claim.

The landlord stated that there was no agreement for him to pay the cost of labor because he had reduced the rent by \$100.00 and he had agreed to supply the materials. The landlord referred to the conversations he had had with the tenant during the multiple viewings and stated that the tenant had agreed to take on the work if the landlord supplied the materials and reduced the rent by \$100.00.

The tenant did not have any evidence by way of a written contract between the parties other than the tenancy agreement which makes limited reference to the work that the tenant agreed to do. The tenant's written submission confirms the landlord's testimony that the tenant agreed to provide labor, tools and equipment in exchange for a rent reduction of \$100.00 and materials.

The landlord also stated that the co tenant was off work on disability but was claiming compensation for 45 hours of labour at \$20.00 per hour.

The tenant informed me that he had found a place and had already signed a lease for a rental unit starting November 01, 2012. The tenant also stated that he was not interested in an order directing the landlord to provide supplies and materials for the repair work as he was planning to move out and had no interest in continuing to rent the unit and carry out the repair work.

I attempted to facilitate an agreement between the two parties. I reminded the tenant that he was required to pay rent and that he was in a fixed term lease. The landlord offered to refrain from filing an application for an order of possession and a monetary order for rent, if the tenant paid the overdue rent. He also agreed to allow the fixed term tenancy to end on November 01, 2012 and offered the month of October rent free.

The tenant refused to accept the offer because he stated that having to live in the rental unit which was once a grow operation, was unacceptable and harmful to his health. He also stated that he wanted to pursue his application for compensation for the work that he did. His application is for \$3,100.00, but in his written submission the tenant is asking for a total of \$4,800.00 which includes the following:

1.	Damage deposit	\$600.00
3.	Moving expenses for co tenant	\$200.00
4.	Labour for construction work	\$3,000.00
5.	Cleaning	\$200.00
	Total	<b>\$4,800.00</b>

The tenant has filed photographs of the rental unit at the start of the tenancy which demonstrates the scope of work required to repair and finish the basement.

### **Analysis**

Based on the sworn testimony of both parties and the written submission of the tenant, I find that the tenant rented the unit knowing full well that there was a prior grow operation in the rental unit. The tenant was also aware of the condition of the unit as described by him in his written submission. The details of the arrangements are also described by the tenant in his written submission.

Based on the written submission of the tenant, I find that he had full knowledge of the condition of the rental unit and agreed to provide labour and tools if the landlord provided materials and lowered the rent by \$100.00, which the landlord did.

The landlord agreed that he stopped supplying materials because the tenant stopped paying rent after the first month of the tenancy. The tenant declined an order directing the landlord to provide materials.

I further find that the tenant is not entitled to his claim for moving expenses and cleaning as there was no agreement on the part of the landlord to provide these costs. The tenant voluntarily moved into the rental unit and therefore must bear the cost of moving.

Based on the above, I find that the tenant has not proven his monetary claim and therefore I dismiss his application.

### **Conclusion**

The tenant's application is dismissed in its entirety

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: September 07, 2012.

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Residential Tenancy Branch