



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, OLC, MNR, OPR

Introduction

Some documentary 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 decision deals with two applications for dispute resolution, one brought by the tenant and one brought by the landlords. Both files were heard together.

The landlord's application is a request for an Order of Possession based on a Notice to End Tenancy for non-payment of rent, and a request for a monetary order for outstanding rent in the amount of \$1350.00.

The tenant's application is a request to cancel a Notice to End Tenancy that was given for non-payment of rent.

Background and Evidence

The landlord testified that:

- The tenant failed to pay his July 2012 rent in the amount of \$1350.00 and therefore on July 8, 2012 he personally served the tenant with a 10 day Notice to End Tenancy for non-payment of rent.
- To date the tenant has not complied with that notice nor has the tenant paid any of the outstanding rent.

- He is therefore requesting an Order of Possession for as soon as possible, and is also requesting an order for the outstanding rent.

The tenant testified that:

- The landlord made an agreement with him to have him repair the landlord's pickup truck, doing bodywork and painting.
- When speaking with the landlord on one occasion he said to the landlord that he believes the value of the work done should be approximately a month rent, and the landlord agreed.
- The landlord never specifically told him to deduct money from the rent, however since he had agreed that it was worth one month rent, he applied the work to the July 2012 rent.
- He is therefore asking that this Notice to End Tenancy be cancelled and that the tenancy continues.

In response to the tenant's testimony the landlord testified that:

- He never agreed with the tenant that the repair work was worth one month's rent.
- He also never agreed to allow the tenant to deduct the value of the repair from his rent.
- He expects the tenant to pay the rent in full each month, and the repair will be dealt with as a separate matter.

Analysis

It is my finding that the tenant has deducted money from the rent without the authority to do so.

There was never any agreement to allow the tenant to deduct the automobile repair costs from the rent.

The tenant himself testified that the landlord never specifically told him to deduct the money from the rent, and therefore even though he believed the value of the repair was equal to the rent, he did not have the right to deduct it.

Therefore it is my decision that I will not cancel the Notice to End Tenancy and this tenancy ends pursuant to that notice.

I also allow the landlords claim for the outstanding rent of \$1350.00.

At the hearing however the landlord did state to the tenant that, if he pays his rent in full, he is willing to allow the tenancy to continue, and will not enforce the Order of Possession.

Conclusion

I have issued an Order of Possession that is enforceable two days after service on the tenant.

I have issued a monetary order in the amount of \$1350.00.

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: August 01, 2012.

Residential Tenancy Branch