



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Prudential Kelowna Properties
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, FF, OPR

Introduction

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 tenant's application is a request to cancel a Notice to End Tenancy given for nonpayment of rent.

The landlord's application is a request for an Order of Possession based on a Notice to End Tenancy for nonpayment of rent.

Some documentary evidence and written arguments have 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

The issue is whether or not to cancel a Notice to End Tenancy that was given for nonpayment of rent.

Background and Evidence

On May 22, 2013 and the tenant was served, by registered mail, with a 10 day Notice to End Tenancy for failure to pay rent in the amount of \$9,527.00.

The landlord testified that:

- The tenant fell behind on the rent, and was to do work at the rental property to pay off the rent.
- She inspected the rental property and there is no evidence of any work having been done and therefore a Notice to End Tenancy was given to the tenant showing a total of \$9,527.00 in rent still outstanding.
- The tenant has now also failed to pay the rent for the month of June 2013 and therefore now there is a total of \$10,877.00 in rent outstanding.
- They are therefore requesting an Order of Possession for as soon as possible.

The tenant testified that:

- He has done over \$17,000.00 in work on the rental property and therefore believes that he owes nothing.
- He's done over \$8,000.00 in tiling, and has also painted the whole house.
- The landlord has not given him credit for any of the work done.

Analysis

The tenant does not deny that rent has not been paid, however he's claiming that he's done over \$17,000 in work on the rental property in lieu of rent. The tenant however has provided no evidence to support his claim that he is done work in lieu of rent.

In the absence of any evidence from the tenant showing that he has done work on the property in lieu of rent it is my decision that I will not set this Notice to End Tenancy aside and I grant the landlords request for an Order of Possession.

Conclusion

The tenant's application is dismissed without leave to reapply.

I have issued an Order of Possession to the landlord for 2 days after service on the tenant.

I have also issued a Monetary Order to the landlord for recovery of the \$50.00 filing fee.

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 24, 2013

Residential Tenancy Branch

