



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

CNR, DRI

### **Introduction:**

On June 04, 2013 the Tenant filed an Application for Dispute Resolution, in which the Tenant applied to dispute an additional rent increase and to cancel a Notice to End Tenancy for Unpaid Rent.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present relevant oral evidence, to ask relevant questions, and to make relevant submissions to me.

### **Issue(s) to be Decided:**

Has the rent been increased in accordance with the *Residential Tenancy Act (Act)* and should a Notice to End Tenancy for Unpaid Rent be set aside?

### **Background and Evidence:**

The Landlord and the Tenant agree that this tenancy began approximately two years ago; that when the tenancy began the parties agreed that rent would be \$650.00; that when the tenancy began the parties agreed that \$450.00 of the rent would be paid by the first day of each month; and that when the tenancy began the parties agreed that the Tenant would not have to pay \$200.00 of the rent in exchange for the Tenant working at the residential complex.

The Landlord and the Tenant agree that the Landlord provided the Tenant with written notice that his services were no longer needed at the residential complex. The Landlord believes he gave this notice in April of 2013 and the Tenant believes the notice was given in March of 2013.

The Landlord contends that since the employment agreement was terminated the Tenant became obligated to pay the full rent of \$650.00. The Tenant contends that the attempt to collect the additional \$200.00 is an illegal rent increase. The Landlord stated that on May 01, 2013 Tenant owed \$200.00 in rent from April of 2013 and \$200.00 in rent from May of 2013.

The Landlord and the Tenant agree that on May 27, 2013 the Tenant was personally served with a Ten Day Notice to End Tenancy for Unpaid Rent, which had a declared effective date of June 06, 2013. The Notice declared that the Tenant owed \$400.00 in rent that was due on May 01, 2013. The Tenant filed the Application for Dispute Resolution seeking to set aside this Notice on June 04, 2013.

### Analysis

On the basis of the undisputed evidence, I find that the Tenant entered into a tenancy agreement with the Landlord; that the parties agreed that the rent for the unit would be \$650.00; and that the parties agreed that the Tenant would not have to pay \$200.00 of the rent in exchange for working at the residential complex.

I find that the Landlord's decision to end the employment agreement and to collect the full \$650.00 in rent does not constitute a rent increase. Rather, I find that the parties agreed on the amount of rent at the start of the tenancy and they then agreed on an alternate means of paying the rent. Without determining whether or not the Landlord had the right to end their employment agreement, which is beyond my jurisdiction, I do find that the Landlord had the right to collect the full rent once the Tenant was no longer working at the residential complex. I therefore dismiss the Tenant's application to dispute an additional rent increase.

Section 46 of the *Act* stipulates that a tenant is conclusively presumed to have accepted the tenancy ends on the effective date of the Notice to End Tenancy if the tenant does not either pay the outstanding rent or file an Application for Dispute Resolution to dispute the Notice within five days of receiving the Notice to End Tenancy. As the Tenant has not yet paid the outstanding rent and he did not file the Application for Dispute Resolution until more than five days after he received the Notice to End Tenancy on May 27, 2013, I find that the Tenant is conclusively presumed to have accepted that the tenancy ended on the effective date of the Notice, pursuant to section 46(5) of the *Act*.

### Conclusion

Pursuant to section 55(1) of the *Act*, I grant the Landlord an Order of Possession, as requested at the hearing. This Order is effective two days after it is served upon the Tenant. The Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

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: July 03, 2013

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Residential Tenancy Branch

