



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR MNR MNSD FF

### Introduction

This hearing dealt with an application by the landlord for an order of possession and a monetary order. The landlord, an agent for the landlord and both named respondents participated in the teleconference hearing.

The hearing first convened on June 3, 2014. The tenants had vacated the rental unit in May 2014, and I therefore dismissed that portion of the landlord's application. The tenants stated that they had not received all of the landlord's evidence. I therefore determined that it was appropriate to adjourn the hearing and allow the landlord to amend their application and serve the tenants with the evidence they had not received.

The hearing reconvened on August 12, 2014. On that date, the tenants stated that they were served with the landlord's amended application, but they still had not received the one-page hand-written ledger or the tenancy agreement. The landlord first stated that she served those documents on the Branch, and then she stated that she had served the tenancy agreement and the ledger on the tenants in the original hearing packages. The landlord stated that she served the tenants with these documents three or four times. I found that the landlord did not provide sufficient clear evidence that she did serve the ledger or the tenancy agreement on the tenants, and I therefore excluded that evidence.

In her amended application the landlord noted that she had incurred a dump bill of \$146.34 to dispose of items the tenants did not remove when they vacated. The landlord did not include this amount in her total amended claim, and I therefore did not consider whether the landlord was entitled to the amount for the dump bill.

I have reviewed all testimony and other admissible evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

*Landlord's Evidence*

The landlord stated that the tenancy began on May 1, 2012, when both named respondents signed a tenancy agreement to rent the house for \$1150 per month. The landlord stated that she asked the male tenant if he would like to do some work for her, which he did, and she paid him for his work.

The landlord stated that the tenants then began to make very sporadic rent payments. She stated that the male tenant came to her and said that he could receive some government funding to support his business if she signed a form that he had. The landlord acknowledged that she signed the form without reading and confirming the information on it.

The landlord stated that the tenants owed a total of \$9850 in unpaid rent, based on monthly rent of \$1150.

*Tenant's Response*

The female respondent did not give testimony in the hearing. The male tenant stated that he was the sole tenant, and his rent was \$575 per month. He stated that on May 1, 2012 both he and the female respondent signed the tenancy agreement, but when the female respondent saw the condition of the lower unit she decided she could not live there, due to her severe mould allergy. The male tenant stated that they told the landlord the next day that the female respondent was not moving in.

The male tenant stated that his rent was \$575 per month until January, when he hurt his shoulder, and then his rent went down to \$500. In support of his testimony the tenant submitted a copy of a Shelter Information document, signed by the landlord, which indicates that the tenancy began on May 1, 2012, the total rent is \$500 per month, the tenant's portion is \$500, and the number of adults at the rental address is one. The tenant stated that he did work for the landlord, and "whenever the landlord said put money in the bank [for rent], I did." The tenant stated that when he vacated the rental unit he did not owe any rent.

### Analysis

I have reviewed all evidence and I find that the landlord has not provided sufficient evidence to support her claim. The tenancy agreement signed by both respondents was not admissible, and I therefore cannot consider it. The landlord signed the Shelter Information document, a legal document that the landlord knew was to be submitted to the government. The document indicates that the male tenant is the sole occupant of a tenancy that began on May 1, 2012 and the full rent is \$500 per month.

The situation is further complicated by the fact that the tenant did work for the landlord, presumably in exchange for rent, and there is no clear record of what work was done and what value was given for the work.

For these reasons, I therefore dismiss the landlord's claim.

As her application was not successful, the landlord is not entitled to recovery of the filing fee for the cost of her application.

### Conclusion

The landlord's application is dismissed.

I note that if the landlord still holds the tenant's security deposit, it must be dealt with in accordance with the Act.

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 12, 2014

---

Residential Tenancy Branch

