



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Double 00 Ranch Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, FF, MNR, OPR

Introduction

This decision deals with two applications for dispute resolution, one brought by the tenant(s), and one brought by the landlord(s). 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 nonpayment of rent, and a request for a Monetary Order for outstanding rent and utilities.

The tenant's application is a request to cancel a Notice to End Tenancy that was given for outstanding rent and utilities.

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing.

I have given the parties the opportunity to present all relevant evidence, and to give oral testimony, 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 issues are whether or not to uphold or cancel a Notice to End Tenancy that was given for nonpayment of rent, and whether or not to issue a Monetary Order to either the landlord or the tenant.

Background and Evidence

Landlord testified that:

- This tenancy began November 4, 2008 with a yearly rent of \$1000.00 per month due on 4 November each year.
- The tenant was also supposed to pay a share of the water utility, and pay the property taxes.
- The tenant has failed to pay any money whatsoever for rent, utilities, or property taxes for the full term of the tenancy.
- On July 31, 2014 she served the tenant with the Notice to End Tenancy for outstanding rent totaling \$6000.00, and outstanding utilities and property taxes totaling \$2279.86.
- She has attempted in the past to get the tenant to pay the rent but each time he refuses.
- She is therefore asking for an Order of Possession for as soon as possible and a Monetary Order as follows:

| | |
|-----------------------------|-----------|
| 6 years rent outstanding | \$6000.00 |
| Outstanding property taxes | \$1852.98 |
| Outstanding water utilities | \$879.05 |
| Filing fee | \$100.00 |
| Total | \$8832.03 |

The respondent testified that:

- He agrees that he has not paid any money towards rent, property taxes, or water utilities; however he has done work on the rental property in lieu of monetary payments, totaling, by his estimate, \$50,000.00 - \$70,000.00.
- There was never any written agreement for him to do work in lieu of rent and utility payments, however the landlord verbally agreed.
- Further if there was no agreement to do work in lieu of payments, why did the landlord renew the lease in May of 2013.
- He therefore believes that there is no money outstanding whatsoever and that the landlord's claim should be dismissed in full.

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

- There was never any verbal agreement for the tenant to do work on the property in lieu of rent and utility payments, and in fact a lot of the work that the tenant has done on the property was not wanted and was not done properly.
- The only reason she renewed the lease, is because she felt that the old lease did not have reasonable clauses with regards to the purchase of the property, and therefore she tightened up the wording for the purchase of the property in the new lease to make it fairer.

Analysis

It's my finding that the tenant agreed to pay \$1000.00 per year to rent this property from the landlord.

It is also my finding that at this point there is a total of \$6000.00 in outstanding rent.

The tenant claims that he had a verbal agreement to do work in lieu of rental payments; however the landlord denies that claim, and in the absence of any written agreement it is my finding that the tenant not met the burden of proving his claim that the landlord had agreed to allow him to do work in lieu of payments.

It's therefore my decision that I will not cancel the Notice to End Tenancy and I will be issuing an Order of Possession to the landlord.

I also allow the landlords claim for the \$6000.00 outstanding rent.

I also allow the landlord's request for recovery of the filing fee

I will not allow the landlords claim however for outstanding utilities or property taxes as the landlord has provided no copies of any utility bills or property tax bills in the evidence.

Conclusion

The tenant's application to cancel the 10 day Notice to End Tenancy is dismissed, and I further Order that the tenant bear the cost of the filing fee that he paid for his application for dispute resolution

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

I have issued a Monetary Order to the landlord in the amount of \$6100.00. The remainder of the landlord's monetary claim is dismissed.

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: October 07, 2014

Residential Tenancy Branch

