



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes SS, MNR, FF, RR

Introduction

There are applications filed by both parties. The landlord seeks an order to be allowed to serve documents or evidence in a different way than required by the Act, a monetary order request for unpaid rent or utilities and recovery of the filing fee. The tenant has also made an application and seeks an order to be allowed to reduce rent for repairs, services or facilities agreed upon but not provided and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. Both parties have confirmed receipt of the notice of hearing package and the submitted documentary evidence provided by the other party. As such, I find that each party has been properly served as per the Act.

At the beginning of the hearing it was clarified with the landlord that an order for substitute service was made on the landlord's application in error and may be considered withdrawn by the landlord. The tenant made no comment at this issue.

Both parties also confirmed at the beginning of the hearing that the tenant has already vacated the rental unit when she filed her application to reduce rent for repairs, services or facilities agreed upon but not provided. As such, the tenant's entire application is dismissed as the tenancy has ended and no reduction in rent is possible.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent?

Background and Evidence

The landlord states that the tenant vacated the rental unit without paying outstanding rent of \$350.00. The landlord states that the tenant promised to pay the rent over time,

but failed to do so. The landlord has submitted copies of emails between the two parties that show the tenant has acknowledged this unpaid rent of \$350.00 owed to the landlord. The landlord has stated that in lieu of a security deposit the tenant cleaned the rental unit at the beginning of the tenancy.

The tenant has acknowledged that there was \$350.00 in unpaid rent in her direct testimony. The tenant stated that she felt that no rent was owed as there was an agreement with the landlord for her to paint and make improvements to the rental in lieu of rent payment. The landlord disputes this claim stating that there was no such agreement. The tenant states that she has no evidence to support her claim.

Analysis

I find based upon the undisputed testimony of both parties that the tenant owes unpaid rent of \$350.00. I also find on a balance of probabilities that the tenant has failed to provide sufficient evidence that there was an agreement for work in lieu of rent payment. The landlord has established a monetary claim for unpaid rent of \$350.00. The landlord is also entitled to recovery of the \$50.00 filing fee. The landlord is granted a monetary order for \$400.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is granted a monetary order for \$400.00.

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: November 26, 2014

Residential Tenancy Branch

