



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, MNDC, FF, O

Introduction

This matter dealt with an application by the Tenant to cancel and 2 Month Notice to End Tenancy for the Landlord's Use of the Property, for monetary compensation for loss or damage under the Act, regulations or tenancy agreement to recover the filing fee and for other considerations.

The Landlord's agent said the Landlord received the Application and Notice of Hearing (the "hearing package"). I accept the Landlord was served with the Tenant's hearing package as required by s. 89 of the Act and the hearing proceeded with both parties represented.

At the start of the conference call the Landlord's agent said that the Landlord is withdrawing the 2 Month Notice to End Tenancy for Landlord's Use of the Property as the Landlord has issued a 10 Notice to End Tenancy for unpaid rent. I accept the Landlord's request to withdraw the 2 Month Notice to End Tenancy for Landlord's Use of the Property dated February 19, 2015. The hearing proceeded with the Tenant's monetary claim.

Issues(s) to be Decided

1. Are there losses or damages to the Tenant and is the Tenant entitled to compensation?
2. What other considerations are there?

Background and Evidence

This tenancy started previously to the tenancy agreement submitted by both parties. The previous tenancy was with the Tenant and his father and no tenancy agreement was submitted, but the Tenant said the rent was \$800.00 and the rent included utilities. The tenancy agreement submitted is a result of the Landlord purchasing the property and then establishing a tenancy agreement with the Tenant. The tenancy agreement submitted states the tenancy started on January 3, 2014 as a fixed term tenancy for 1

year and then the tenancy would continue on a month to month basis. No security deposit was required.

The Tenant said that he had a previous dispute resolution hearing and so he started learning about his rights as a tenant. As a result of learning his right the Tenant said he believes the tenancy agreement that he signed was a contravention of his rights. The Tenant said the new tenancy agreement was for \$1,000.00 of rent per month and it did not include utilities. The Tenant said his old tenancy agreement was for \$800.00 rent per month and it did include utilities. The Tenant said that he believes he has overpaid his rent by \$200.00 per month for 15 months. As well the Tenant said he has paid \$150.00 per month for 12 months for utilities and if the old tenancy agreement stands then he should recoup this money. The Tenant said the new Landlord must honour an existing tenancy agreement. The Tenant said he did not submit the previous tenancy agreement that he had with his father who previously owned the rental unit.

The Landlord's agent said the Tenant signed the new tenancy agreement and the terms of that agreement were part of the sales agreement and the Tenant had agreed to those terms. The Landlord's agent said he believe the tenancy agreement is valid and should stand.

The Tenant said he did sign the new tenancy agreement and he did not dispute the new terms nor did he make an application to dispute the terms of the new tenancy agreement. The Tenant said he is disputing it now because he believes he can dispute it whereas before he did not understand his rights.

Further the Tenant said he had a verbal agreement with the Landlord to be paid for yard maintenance. The Tenant said he is claiming \$640.00 of unpaid wages. The Tenant continued to say he has no evidence to support this claim.

The Landlord's agent said there was no agreement verbal or not for payment of yard care. The Landlord's agent continued to say that yard maintenance was a responsibility of the Tenant and it was part of the tenancy.

The Tenant said in closing that he was not sure if his claims are valid but he believes they are correct and that him not knowing his rights should not preclude him from recovering overpayment of rent, payment of utilities and yard maintenance wages.

The Landlord's agent said in closing that the Tenant agreed to the terms of the tenancy agreement and there was no yard care agreement therefore the Tenant's claims are not valid and are frivolous. The Landlord's agent also said the Tenant has tried to bully the Landlord and that is why he is representing the Landlord today.

Analysis

Section 16 of the Acts says the rights and obligations of a tenancy agreement start when the agreement is entered into. Consequently the parties were bound by this contract or tenancy agreement starting January 3, 2014. If either of the parties disagreed to the terms of the agreement then the parties could have not signed it or disputed the terms of the tenancy agreement at the time by applying for dispute resolution. Neither party made an application to dispute the terms of the tenancy agreement at the time of signing it 15 months ago. I accept the Landlord's agent's testimony that the purchase agreement on the rental property set out the terms of the tenancy agreement and that all parties agreed to it. As well I understand the Tenant may not have understood his rights about renewing a tenancy agreement but this is not a defence if he agreed to the new terms of the tenancy agreement; which he did. Also as the previous landlord was the Tenant's father and both the previous owner and the Tenant agreed to the terms of the sales agreement which include the terms of this rental; I find that the Tenant has not established grounds or proof that the new tenancy agreement is invalid; therefore I find the tenancy agreement dated January 3, 2014 is valid and sets out the terms of this tenancy. Consequently I dismiss the Tenant's claim for overpayment of rent in the amount of \$3,000.00 and payment of utilities in the amount of \$1,800.00.

Further as there is no evidence that a yard maintenance agreement was part of this tenancy agreement I dismiss the Tenant's claim for yard maintenance wages of \$640.00.

As the Tenant has been unsuccessful in this matter, the Tenant is ordered to bear the cost of the application fee of \$50.00 that he has already paid.

Conclusion

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

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: April 08, 2015

Residential Tenancy Branch

