



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, OLC, RPP, LRE, AAT

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, pursuant to section 67;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement, pursuant to section 62;
- an order requiring the landlord to return the tenant's personal property, pursuant to section 65;
- an order to suspend or set conditions on the landlord's right to enter the rental unit, pursuant to section 70; and
- an order to allow access to or from the rental unit or site for the tenant or the tenant's guests, pursuant to section 70.

The landlord's agent, PG ("landlord") and the tenant attended the hearing and were each given a full opportunity to be heard, to present their sworn testimony, to make submissions and to call witnesses. The landlord confirmed that he had authority to represent the individual landlord named in this application, as an agent at this hearing.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing notice ("Application"). In accordance with sections 89 and 90 of the Act, I find that the landlord was duly served with the tenant's Application.

Both parties confirmed that they did not serve the other party with their written evidence packages for this hearing. During the hearing, I advised both parties that I would not be considering their written evidence at this hearing, as it was not served on the other party, as required by Rule 3.1 of the Residential Tenancy Branch Rules of Procedure.

Issues to be Decided

Is the tenant entitled to a monetary award for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement?

Is the tenant entitled to an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement?

Is the tenant entitled to an order requiring the landlord to return the tenant's personal property?

Is the tenant entitled to an order to suspend or set conditions on the landlord's right to enter the rental unit?

Is the tenant entitled to an order allowing access to or from the rental unit or site for the tenant or the tenant's guests?

Background and Evidence

The tenant testified that a verbal tenancy agreement was made with the landlord in late November or early December 2014. The tenant stated that the landlord allowed him to reside in the rental unit, which is a room in a house, rent-free while performing work to improve the property and manage the rental property. The tenant stated that he began working on the property on December 3, 2014. The landlord agreed that the tenant was hired to perform work on the rental property sometime in December 2014. The tenant stated that among his work duties, he was required to paint the basement suite and find a tenant to rent the suite, acting as an agent for the landlord. The landlord stated that the tenant was asked to vacate the property after completing work there, around March 14, 2015. The tenant stated that he is waiting for payment for his services before vacating the rental unit.

The tenant seeks a monetary award totalling \$5,500.00. The tenant seeks compensation for improvements and repairs he made to the rental property, stating that the landlord benefited from these improvements and repairs and the landlord agreed to pay him for this work but failed to do so. The tenant seeks \$700.00 for materials he purchased, \$4,450.00 for three months of labour costs, including his services as the landlord's agent, and \$350.00 for hydro costs.

Analysis

Although no written tenancy agreement is in place between the parties, section 1 of the *Act* allows a tenancy to exist on the basis of an oral agreement. In this case and on the basis of the sworn testimony before me, I find that there was an oral agreement between the Applicant and the Respondent that constituted a tenancy agreement between the parties which falls within the meaning of the *Act*. I find that the landlord allowed the tenant to reside in the rental unit in exchange for a range of services provided by the tenant, including making repairs and improvements to the rental unit and acting as a property manager and agent on behalf of the landlord.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues with respect to this entire tenancy:

1. Both parties agreed that all monetary issues arising out of this tenancy and in dispute between the parties will be satisfied by the landlord's agreement to pay the tenant \$450.00 by April 20, 2015, to be facilitated through the landlord's agent who appeared at this hearing;
2. Both parties agreed that this tenancy will end by 1:00 p.m. on April 28, 2015, by which time the tenant and any other occupants on the premises will have vacated the rental unit;
3. Both parties agreed that the landlord will allow the tenant access to the garage at the rental unit prior to April 28, 2015, in order for the tenant to retrieve his personal property;
4. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the tenant's entire Application at this hearing and any issues arising out of this tenancy;
5. Both parties agreed that they will not initiate any further claims or applications against each other at the Residential Tenancy Branch, with respect to any issues arising out of this tenancy.

These particulars comprise a full and final settlement of all aspects of this dispute and arising out of this tenancy. Both parties gave verbal sworn affirmation at the hearing

that they understood and agreed to the above settlement terms, free of any duress or coercion. Both parties testified that they understood that the above settlement terms are legal, final, binding and enforceable, settling all aspects of this dispute and arising out of this tenancy.

Conclusion

To give effect to the settlement reached between the parties, and as advised to both parties during the hearing, I issue the attached Order of Possession to be used by the landlord **only** if the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on April 28, 2015. The landlord is provided with this Order in the above terms and the tenant must be served with this Order in the event that the tenant and any other occupants fail to vacate the rental premises by 1:00 p.m. on April 28, 2015. Should the tenant fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a monetary Order in the tenant's favour in the amount of \$450.00. I deliver this Order to the tenant in support of the above agreement for use **only** in the event that the landlord fails to pay \$450.00 to the tenant by April 20, 2015. The tenant is provided with this Order in the above terms and the landlord must be served with a copy of this Order in the event that the landlord fails to pay \$450.00 to the tenant by April 20, 2015. Should the landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court 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: April 23, 2015

Residential Tenancy Branch

