



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, OPR, MNR, CNR, FF O

Introduction

This decision deals with two applications for dispute resolution, one brought by the tenant, and one brought by the landlord. Both files were heard together.

The landlord's application is a request for an Order of Possession based on Notice to End Tenancy for nonpayment of rent, a request for a Monetary Order for outstanding rent and recovery of the filing fee, and a request to retain the full security/pet deposit.

The tenant's application is a request to cancel a Notice to End Tenancy that was given for nonpayment of rent and a request for recovery of the filing fee.

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties and the witness the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties and the witness.

All parties were affirmed.

Issue(s) to be Decided

The issues are whether to cancel or uphold a Notice to End Tenancy that was given for nonpayment of rent, and whether or not the landlord has established monetary claim against the tenant, and if so in what amount.

Background and Evidence

This tenancy began on November 1, 2009 and the present monthly rent is \$1000.00.

The tenant paid a \$500.00 security deposit, and a \$200.00 pet deposit, at the beginning of the tenancy.

The landlord testified that the tenant failed to pay \$700.00 of the February 2016 rent, and has failed to pay any rent since, and therefore as of today's date there is a total of \$4700.00 in rent outstanding.

The landlord further testified that on May 12, 2016 a 10 day Notice to End Tenancy was posted on the tenant's door; however the tenant has failed to comply with that notice.

The landlord is therefore requesting an Order of Possession for as soon as possible and a Monetary Order as follows:

February 2016 rent outstanding	\$700.00
March 2016 rent outstanding	\$1000.00
April 2016 rent outstanding	\$1000.00
May 2016 rent outstanding	\$1000.00
June 2016 rent outstanding	\$1000.00
Filing fee	\$100.00
Total	\$4800.00

The tenants testified that they do not dispute the amounts claimed by the landlord, however they feel they should be credited approximately \$2300.00 for renovations they did in the upstairs of rental unit.

The tenants further testified that they have no written agreement for the landlord to pay for renovations; however the landlord verbally agreed to allow them to renovate and agreed to pay for those renovations.

In response to the tenant's testimony, the landlord testified that he never agreed to allow the tenants to do renovations, and certainly never agreed to pay the tenants for any renovations done. The renovations were done without any authorization and were not even done properly, and he will therefore likely have to pay to correct the deficiencies caused by the tenants unauthorized work

Analysis

It is my decision that the tenants have not met the burden of proving their claim that the landlord agreed to pay for renovations in the rental unit, and therefore the tenants did not have the right to withhold any rent.

I therefore dismiss the tenant's application to cancel the Notice to End Tenancy and for recovery of the filing fee.

It is my finding that the landlord has served the tenants with a valid 10 day Notice to End Tenancy and I therefore allow the landlords request for an Order of Possession pursuant to section 55 of the Residential Tenancy Act.

It is also my finding that the landlord has shown that, as of today's date, there is a total of \$4700.00 in rent outstanding and I therefore allow the landlords full claim for that outstanding rent and for recovery of the \$100.00 filing fee.

Conclusion

Pursuant to section 55 of the Residential Tenancy Act, I have issued an Order of Possession that is enforceable two days after service on the tenant.

Pursuant to section 67 and 72 of the Residential Tenancy Act I have allow the landlords full claim of \$4800.00, and I therefore Order that the landlord may retain the full security/pet deposit of \$700.00, and I have issued a Monetary Order in the amount of \$4100.00.

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: June 21, 2016

Residential Tenancy Branch