



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC RR O

### Introduction

This hearing was convened to hear matters pertaining to an Application for Dispute Resolution filed by the Tenant on June 20, 2016. The Tenant filed seeking: a \$560.00 monetary order; an order to allow him reduced rent for repairs, services or facilities agreed upon but not provided; and for other reasons.

The hearing was conducted via teleconference and was attended by the Landlord and the Tenant. Each person gave affirmed testimony. I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process however, each declined and acknowledged that they understood how the conference would proceed.

The Landlord acknowledged receipt of the Tenant's application for Dispute Resolution; Notice of Hearing documents; and the Tenant's evidence. No issues regarding service or receipt were raised. As such, I accepted the Tenant's submission as evidence for these proceedings. The Landlord stated he did not submit documentary evidence in response to this application.

Both parties were provided with the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Following is a summary of those submissions and includes only that which is relevant to the matters before me.

### Issue(s) to be Decided

1. Have these parties entered into a tenancy agreement, if so what are the terms of that agreement?
2. Does the Tenant's monetary claim fall within the jurisdiction of the *Residential Tenancy Act* (the *Act*)?

### Background and Evidence

The Tenant testified he entered into a verbal tenancy agreement separate from his girlfriend who also occupies the rental unit. The Tenant asserted that his portion of the rent was \$425.00 and payable on the first of each month. The Tenant submitted that he

had paid \$212.50 as the security deposit and his girlfriend also paid \$212.50 towards her own security deposit.

The Landlord stated the Tenants were given possession of the rental unit on September 29, 2015 and the tenancy agreement started October 1, 2015. The Landlord disputed the Tenant's submissions and testified he showed the rental unit to both Tenants, the male applicant Tenant and the female Tenant. The Landlord asserted that he entered into one verbal agreement with the co-Tenants which required the payment of \$850.00 rent each month and \$425.00 as the security deposit. He stated he did not enter into two separate agreements and he did not sign any documents that would indicate there were separate agreements.

The Tenant stated he now seeks \$560.00 monetary compensation in the form of payment or reduced rent for contract services he rendered when fixing up the rental unit. The Tenant asserted that he entered into a verbal agreement with the Landlord that he would fix up the rental unit and in turn the Landlord would pay him for his services. He argued he has done a lot of improvements in the rental unit such as installing fixtures, fixing doors, and putting hangers in the closets to hang cloths onto.

The Landlord argued that he did not enter into any such agreement, verbal or otherwise. The Landlord asserted that he has a problem with what has been done in his rental unit and he certainly did not ask the Tenant to nail a 2 x 4 to the wall at the front entrance. The Landlord asserted that this claim was did not come about until after he served the Tenants a 10 Day Notice to end tenancy.

The Tenant confirmed that his request for monetary compensation, reduced rent, and other all related to his alleged contract or service.

### Analysis

The *Residential Tenancy Act* defines a “**tenancy agreement**” as an agreement, whether written or oral, express or implied, between a landlord and a tenant respecting possession of a rental unit, use of common areas and services and facilities, and includes a licence to occupy a rental unit.

Section 91 of the Act stipulates that except as modified or varied under this Act, the common law respecting landlords and tenants applies in British Columbia. Common law has established that oral contracts and/or agreements are enforceable.

In the case of verbal testimony when one party submits their version of events, in support of their claim, and the other party disputes that version, it is incumbent on the party making the claim to provide sufficient evidence to corroborate their version of events. In the absence of any evidence to support their version of events or to doubt the credibility of the parties, the party making the claim would fail to meet this burden.

Section 62 (2) of the *Act* stipulates that the director may make any finding of fact or law that is necessary or incidental to making a decision or an order under this *Act*.

After careful consideration of the foregoing, and in absence of a written tenancy agreement, I find pursuant to sections 62(2) and 91 of the *Act* and on a balance of probabilities, the parties entered into a verbal month to month tenancy agreement on the following terms: there are two co-Tenants (the male Applicant and his girlfriend); the tenancy started on October 1, 2015 after the Tenants were given possession on September 29, 2015; rent of \$850.00 is payable on or before the first of each month and the Tenants paid \$425.00 as the security deposit. I further find that the aforementioned agreement and terms are enforceable under the *Act*.

In regards to the Tenant's claim for \$560.00 in exchange for services rendered, this dispute resolution process allows an Applicant to claim for compensation or loss as the result of a breach of a residential tenancy issued under the *Act*. That *Act* does not govern contracts for labour or contracts for construction services. Accordingly, I declined to consider the items claimed on the application for Dispute Resolution for want of jurisdiction.

#### Conclusion

The parties were found to have entered into a verbal tenancy agreement pursuant to the *Act*. The Tenant's application for money regarding an alleged contract of service was declined for want of jurisdiction. The Tenant is at liberty to seek a remedy in the court which holds competent jurisdiction.

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: July 29, 2016

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Residential Tenancy Branch