



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Tenant's application: CNC, MNDC

Landlord's application: OPC

Introduction

This was a hearing with respect to applications by the tenant and by the landlord. The tenant applied to cancel a one month Notice to End Tenancy for cause and later amended his claim to request a monetary award. The landlord applied for an order of possession pursuant to a one month Notice to End Tenancy for cause. The hearing was conducted by conference call. The tenant and the landlord called in and participated in the hearing. The parties exchanged some documents before the hearing. The tenant said that the landlord did not accept service of some documents sent to her with respect to his amended claim for a monetary award.

Issue(s) to be Decided

Should the Notice to End Tenancy for cause dated November 3, 2016 be cancelled?

Is the landlord entitled to an order of possession pursuant to the Notice to End Tenancy?

Is the tenant entitled to a monetary award and if so, in what amount?

Background and Evidence

The rental unit is a house in Trail. There is no written tenancy agreement. The parties do not agree when the tenancy began. The landlord said it started in November 2014; the tenant said he moved in and began paying rent in 2013. They both agree that the monthly rent is \$700.00, it is paid up to date and no security deposit was paid.

The landlord has been trying to sell the house. She claimed that the tenant has interfered with her efforts to sell and caused a sale to collapse. She served the tenant with a one month Notice to End Tenancy for cause dated November 3, 2016. The tenant applied to cancel the Notice to End Tenancy on November 8, 2016. He later amended his application to claim a monetary award in the amount of \$3,557.00. The tenant denied that he has interfered with her efforts to sell; he said he has been acting to ensure that his rights as a tenant under the *Residential Tenancy Act* are respected.

The tenant's claim for a monetary award is a claim for compensation for improvements he made to the rental unit during his occupancy. He said there was no written agreement about the improvements, but he said there was an understanding or a gentleman's agreement that he should receive some compensation for his work when the house is sold because it improved the house and benefitted the landlord.

During the hearing the parties discussed ending the tenancy. The tenant said that he was prepared to move out of the rental unit on January 31, 2017. The landlord accepted his proposal and agreed to end the tenancy effective January 31, 2017.

Analysis

The landlord and the tenant do not have a written agreement authorizing the tenant to perform improvements to the rental unit and providing for payment for the tenant's labour. At the hearing the landlord acknowledged that work performed by the tenant was of some benefit to her because it has made the rental property more saleable. I find that the tenant has not established that he is entitled to a monetary award from the landlord and his claim for a monetary award is dismissed without leave to reapply. The parties are free to discuss and negotiate between themselves whether the tenant should receive some compensation for his work and if so in what amount.

The parties have agreed that the tenancy will end on January 31, 2017. Pursuant to the agreement of the parties I direct that the tenancy will end on January 31, 2017 and I grant the landlord an order of possession effective that day. This order may be filed in the Supreme Court and enforced as an order of that court.

Conclusion

The applications to cancel the Notice to End Tenancy and to enforce the Notice to End Tenancy have been withdrawn pursuant to the settlement agreement. The tenant's application for a monetary award is dismissed. I do not award any filing fees. The

landlord has been granted an order of possession effective January 31, 2017 pursuant to the agreement between the landlord and the tenant.

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: December 23, 2016

Residential Tenancy Branch