



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Blue Skies Property
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR RR

Introduction

This hearing was convened pursuant to the tenant's application to cancel a notice to end tenancy for unpaid rent, as well as for a reduction in rent. The tenant, an advocate for the tenant and the landlord participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's application and evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give affirmed testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Is the notice to end tenancy dated December 3, 2016 valid?

If so, is the landlord entitled to an order of possession?

Is the tenant entitled to a reduction in rent?

Background and Evidence

The tenancy began on May 15, 2016. The landlord and the tenant did not have a written tenancy agreement. The tenant stated that at the beginning of the tenancy he paid

\$450.00 per month in rent. The tenant stated that because he was doing some cleaning on the rental property, and because of several deficiencies in the unit, the landlord reduced the rent to \$400.00 per month, beginning September 1, 2016.

A new owner took over the rental property in November 2016. The tenant stated that before leaving, his previous landlord assured the tenant that his rent would continue to be \$400.00.

The landlord stated that when he went to get December 2016 rent, the tenant told the landlord that he was only paying \$400.00 for his rent, and that was how much his rent was. On December 3, 2016 the landlord served the tenant with a notice to end tenancy for non-payment of rent. On January 12, 2016 the tenant paid \$450.00 for January 2017 rent.

In the hearing, the landlord stated in the hearing that any agreement the tenant had was with the previous owner, not with him. The landlord also submitted a buyer's statement of adjustments to show that the tenant's rent was recorded in that document as \$450.00, not \$400.00.

Analysis

Based on the evidence of both parties, I find that the tenant's rent is \$450.00. The tenant confirmed that at the beginning of his tenancy he paid \$450.00 per month, and the reduction to \$400.00 per month was based on a verbal agreement with the previous landlord to compensate the tenant for cleaning and for deficiencies in the rental unit. Any change in a material term in a tenancy agreement must be done in writing, and that was not done in this case. There was no obligation for the new landlord to present the tenant with a new tenancy agreement in writing. Further, an agreement between a landlord and a tenant regarding a reduction in rent in exchange for work is an employment agreement that does not fall under my jurisdiction.

I have reviewed all evidence and I accept that the tenant was served with the notice to end tenancy and failed to pay the outstanding rent owed within the five days granted under section 46(4) of the Act. I find that the tenancy ended on December 14, 2016, the effective date of the notice. I am satisfied that the notice to end tenancy for unpaid rent dated December 3, 2016 meets the requirements regarding form and content as set out in section 52 of the Act. I therefore confirm the notice to end tenancy and dismiss the tenant's application.

Under section 55 of the Act, when a tenant's application to cancel a notice to end tenancy is dismissed and I am satisfied that the notice to end tenancy complies with the requirements under section 52 regarding form and content, I must grant the order of possession. Accordingly, I grant the landlord an order of possession effective two days after service.

As the tenancy has ended, I find it is not necessary to consider the tenant's claim for a reduction in rent.

Conclusion

The tenant's application is dismissed.

I grant the landlord an order of possession effective two days from service. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia 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: January 19, 2017

Residential Tenancy Branch