



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, OPR, MNR, FF,

Introduction

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. An Order for Possession for non-payment of rent
- b. A monetary order in the sum of \$3167.62 for unpaid rent and damages
- c. An order to recover the cost of the filing fee

The Application for Dispute Resolution filed by the Tenant makes the following claims:

- a. An order to cancel the 10 day Notice to End Tenancy
- b. A tenant's Order of Possession.

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the one month Notice to End Tenancy was personally served on the Tenant on June 30, 2017. Further I find that the Application for Dispute Resolution/Notice of Hearing filed by the Tenant was served on the landlord on July 10, 2017. I find that the Application for Dispute Resolution/Notice of Hearing and the Amendment filed by the landlord sufficiently served on the Tenant by mailing by registered mail to where the tenant resides. With respect to each of the applicant's claims I find as follows:

Preliminary Matters:

The tenant vacated her rental unit on August 31, 2017 and does not have any interest in reinstating the tenancy. As a result I ordered that the tenant's application to cancel the 10 day Notice to End Tenancy and for a Tenant's Order of Possession be dismissed without liberty to re-apply. The landlords have regained possession. As a result I dismissed the landlords' application for an Order of Possession as such an order is no longer necessary.

Issue(s) to be Decided

The remaining issues to be decided are as follows:

- a. Whether the landlord is entitled to A Monetary Order for unpaid rent and if so how much?
- b. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

The parties entered into a written tenancy agreement that provided that the tenancy was to start on March 1, 2017 and continue on a month to month basis. The rent was \$700 per month. The tenant did not pay a security deposit. The written tenancy agreement indicates the cablevision and internet was not included. The tenant testified there was an oral variation to the written agreement that provided the rent was to be \$500. The landlord disputes this evidence.

The landlord JW is elderly. The tenant testified there was a reduction of rent as she was to help JW with chores around the house. She testified she assisted JW with chores until the end of June 2017. She also testified the parties agreed to share the cost of internet and cable.

Analysis

This is a family relationship situation. The tenant is related to the boyfriend of AM. Unfortunately the relationship has soured and there is a great deal of animosity between the parties.

Both sides question the credibility of the other. It is difficult to ascertain the truth of the situation. However, after carefully considering the conflicting evidence I determine the parties entered into a tenancy agreement that provided that the rent was to be \$700 per month. This is consistent with the written tenancy agreement. I further determined that there parties orally agreed there was to be a rent reduction of \$200 per month to compensate the tenant for helping the male landlord. The tenant assisted the male landlord with household chores for the months of March, April, May and June. However, she did not assist him after that.

With respect to each of the landlord's claims I find as follows:

- a. I dismissed the landlord's claim for unpaid rent in the sum of \$1700 for the period March 1, 2017 for the following reasons:
 - I find the parties had agreed to a \$200 per month reduction of rent during this period.
 - The receipts given by the landlord do not indicate an amount owing in outstanding rent.
 - The landlords provided a document dated June 30, 2017 signed by both of them titled DETAILS OF CAUSE TO EVICT which states the tenant owes \$100 for rent to date. This is inconsistent with the landlord's testimony.

- The 10 day Notice dated July 1, 2017 alleges \$700 only is owed (the rent for July).
- b. I determined the tenant owes the sum of \$700 for July and \$700 for August. I do not accept the testimony of the tenant that the male landlord signed the receipt. The tenant prepared the receipt. The male landlord denies signing the receipt. I prefer his evidence to that of the Tenant. The tenant did not assist the male landlord with chores for July and August 2017 and she is not entitled to a reduction of \$200 in rent. I do not accept the Tenant's evidence that she paid the rent for August.
- c. I determined the tenant has made an overpayment of \$74.53 for the cablevision and internet service and she is entitled to deduct this sum from the outstanding rent.

In summary I determined the landlords have established a claim against the Tenant in the sum of 1325.47 plus \$100 filing fee for a total of \$1425.47.

Conclusion:

I ordered that the Tenant pay to the landlords the sum of \$1425.47.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

This decision is final and binding on the parties.

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: September 09, 2017

Residential Tenancy Branch