



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, OPR, MNR, FF

Introduction

This hearing was convened in response to applications by the landlord and the tenant.

The landlord's application is seeking orders as follows:

1. For an order of possession;
2. To keep all or part of the security deposit; and
3. To recover the cost of filing the application.

The tenant's application is seeking orders as follows:

1. To cancel a 10 Day Notice to End Tenancy for Unpaid rent, issued on July 10, 2017, (the "Notice").

Both parties appeared, gave testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

Issues to be Decided

Should the Notice be upheld or cancelled?

Is the landlord entitled to an order of possession for unpaid rent?

Is the landlord entitled to a monetary order for unpaid rent?

Background and Evidence

The landlord testified that they served the tenant with a 10 Day Notice to End Tenancy for Unpaid rent, by registered mail, which was signed for by the tenant on July 17, 2017.

The tenant testified that they have not paid any rent to the landlord for the past eight months because there was an agreement to trade rent for renovation that were made in the rental unit. The tenant stated that in the last 5 years that have put in \$100,000.00 to the rental unit.

The landlord testified that when the tenant moved into the premises they did renovate the bathroom and kitchen. The landlord stated that they paid for all the materials, not the tenant, and in addition the tenant was paid for any labour that was over and above their rent of \$500.00. The landlord testified that these renovations have been long completed.

Analysis

Based on the above, the testimony, and evidence, and on a balance of probabilities, I find as follows:

In this case, the tenant received the Notice on July 12, 2017. While I accept at one time there was an agreement to exchange work in part for rent, I find that agreement no longer exist as the renovation were completed some time ago.

Further, I accept the landlord's version that they paid for all materials and gave the tenant money for work over that was their rent, this has a ring of truth. Further, I do not accept the tenant's evidence that they have put in \$100,000.00 into the landlords property, I find it more likely than not a fabricated story.

I find the tenant failed to pay rent from February 2017 to September 2017, inclusive.

I find that the landlord is entitled to an order of possession, pursuant to section 55 of the Act, effective **two days** after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that Court.

I find that the landlord has established a total monetary claim of \$4,100.00 comprised of unpaid rent for the above noted months, and the \$100.00 fee paid by the landlords for this application. I grant the landlord an order pursuant to section 67 of the Act. This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

Conclusion

The tenant failed to pay rent. The tenant's application is dismissed. The landlord is granted an order of possession and a monetary order for unpaid rent.

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 27, 2017

Residential Tenancy Branch