



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PROSPERO INTERNATIONAL REALTY INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNRL-S, FFL

Introduction

This teleconference hearing was scheduled in response to an application by the Landlord under the *Residential Tenancy Act* (the “Act”) for monetary compensation for unpaid rent and for the recovery of the filing fee paid for this application.

An agent for the Landlord (the “Landlord”) was present for the teleconference hearing as was the Tenant. The parties were affirmed to be truthful in their testimony. The Tenant confirmed receipt of the Notice of Dispute Resolution Proceeding package, but stated that he did not receive a copy of the Landlord’s evidence. The Landlord submitted the tenancy agreement into evidence and confirmed that it was not sent to the Tenant as he would already have a copy. The Tenant did not submit any documentary evidence prior to the hearing.

As stated in rule 3.14 of the *Residential Tenancy Branch Rules of Procedure*, a copy of the evidence intended to be relied on at the hearing must be served to the respondent not less than 14 days prior to the hearing. However, I accept that the Tenant signed the tenancy agreement and would therefore be aware of the information on the agreement. As such, the tenancy agreement will be accepted into evidence.

Issues to be Decided

Is the Landlord entitled to monetary compensation for unpaid rent?

Should the Landlord be awarded the recovery of the filing fee paid for the Application for Dispute Resolution?

Background and Evidence

The parties were in agreement as to the details of the tenancy which were also confirmed by the tenancy agreement. The tenancy began on March 1, 2018 and ended on September 30, 2018. Monthly rent was \$1,100.00 plus \$65.00 for parking, due on the first day of each month. A security deposit of \$550.00 was paid at the outset of the tenancy and the Landlord is still in possession of the full security deposit amount.

The Landlord stated that rent was not paid for September 2018 and a 10 Day Notice to End Tenancy for Unpaid Rent (the "10 Day Notice") was served to the Tenant on September 10, 2018. The Landlord stated that no partial payments have been made towards the rent owing and therefore an amount of \$1,165.00 remains outstanding.

The Tenant stated that he never received a 10 Day Notice. However, he agreed that rent for September 2018 was unpaid. He stated that he provided maintenance for the pool during a time when the agent for the Landlord was away. He stated that they had an arrangement that he would be paid \$20.00 per day for 14 days plus \$45.00 per hour for any additional time spent.

The Tenant testified that he spent an additional 10 hours providing maintenance for the pool, so is also owed an additional \$450.00. The Tenant stated that he received an email from the agent asking whether the Tenant wanted to be paid or have the amount deducted from his rent. As the Tenant confirmed that he would like a deduction from his rent, he stated that he was waiting to hear how much he owed for September 2018 rent before paying.

The Landlord was in agreement that the Tenant was owed 14 days of work at \$20.00 per day for a total of \$280.00. However, the Landlord was not sure about the agreement for additional hours of work or the hourly amount agreed upon for this work.

Analysis

As stated in Section 26(1) of the *Act*, rent must be paid when it is due as stated in the tenancy agreement. The parties were in agreement that rent in the amount of \$1,165.00 was unpaid as due on September 1, 2018. However, I accept the testimony of both parties that the Landlord was to deduct \$280.00 off of this rent amount due to work completed on the rental property.

Neither party submitted any documentary evidence regarding an agreement for a reduction in rent due to the Tenant's work on the rental property. Without further agreement from the parties or sufficient evidence to establish the amount outstanding, I

decline to make a decision on any further amount to be deducted from September 2018 rent, other than the agreed upon amount of \$280.00.

Both parties are at liberty to file a new Application for Dispute Resolution should there be any further dispute over additional money owing. As the Landlord was successful in their application for unpaid rent, pursuant to Section 72 of the *Act*, I award the recovery of the filing fee in the amount of \$100.00. Pursuant to Section 38(4)(b), the Landlord may retain the security deposit towards the total amount owing as follows:

September 2018 rent	\$1,100.00
September 2018 parking	\$65.00
Recovery of filing fee	\$100.00
<i>Less amount agreed owing to Tenant</i>	<i>(\$280.00)</i>
<i>Less Security deposit</i>	<i>(\$550.00)</i>
Total owing to Landlord	\$435.00

Conclusion

Pursuant to Sections 67 and 72 of the *Act*, I grant the Landlord a **Monetary Order** in the amount of **\$435.00** for September 2018 rent as well as the recovery of the filing fee paid for the Application for Dispute Resolution. The Landlord is provided with this Order in the above terms and the Tenant must be served with **this Order** as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court 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 22, 2019

Residential Tenancy Branch