



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## **Decision**

**Dispute Codes:** CNR, FF

## **Introduction**

This hearing dealt with an application from the tenants for cancellation of the 10 day notice to end tenancy for unpaid rent, and recovery of the filing fee for this application. Both parties including a witness and advocate for the tenants participated in the hearing and gave affirmed testimony.

## **Issues to be Decided**

- Whether the tenants are entitled to cancellation of a notice to end tenancy and / or a monetary order under the *Act*

## **Background and Evidence**

The tenancy began on or around November 17, 2007 and rent is currently payable at the start of each month in the amount of \$800.00. Over time the parties have engaged in an arrangement whereby the value of certain labour performed by the tenants is exchanged with the landlord for credit toward the monthly rent.

Circumstances gave rise to a difference in understanding between the parties as to what labour had been authorized and / or performed with respect to rent for the month of January 2009. The landlord took the position that the tenants were overdue in the amount of \$500.00. Accordingly, the landlord issued a 10 day notice to end tenancy for unpaid rent dated January 2, 2009, a copy of which was submitted into evidence. Subsequently, the parties agree that all rent due for the month of February 2009 has been paid.

Through discussion during the hearing the parties undertook to try to resolve their dispute.

### **Analysis**

Pursuant to section 63 of the *Act*, the parties achieved a resolution of the dispute. Specifically, the parties agree as follows:

That as full and final settlement of all aspects of the dispute for both parties, by way of money order the tenants will pay the landlord \$140.00. This money order will be personally hand delivered by one of the tenants to the landlord's manager by no later than Saturday, February 7, 2009. For his part, the landlord withdraws the 10 day notice to end tenancy with the result that the tenancy continues in full force and effect.

### **Conclusion**

In accordance with the above agreement, I hereby set aside the landlord's 10 day notice to end tenancy and I order the tenants to pay the landlord **\$140.00**. The tenancy continues in full force and effect.

DATE: February 4, 2009

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Dispute Resolution Officer