



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

### **Dispute Codes:**

CNC, CNE, MNDC, AS, RR, and FF

### **Introduction**

This hearing was scheduled in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to set aside a Notice to End Tenancy for Cause; to set aside a Notice to End Tenancy because the Tenant's employment with the Landlord had ended; for a monetary Order for money owed or compensation for damage or loss; for authorization to assign or sublet the rental unit; for authorization to reduce the monthly rent; and to recover the filing fee from the Landlord for the cost of this Application for Dispute Resolution.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present relevant oral evidence, to ask relevant questions, and to make relevant arguments.

### **Background and Evidence**

The Landlord and the Tenant agree that this tenancy began on June 01, 2009. The parties agree that they entered into a verbal tenancy agreement, although they disagree on some of the terms of that agreement. The Tenant believes they entered into a fixed term tenancy that was to continue for "at least two years" and the Agent for the Landlord believes they entered into a month-to-month tenancy which did not have a specified end date.

The Landlord and the Tenant agree that they met during the course of the Tenant's employment with a local construction company that had been hired to work at the residential property. The parties agree the Tenant did some work for the Landlord that was outside of his employment with the construction company. The Landlord contends that the Tenant worked for him periodically, that he was specifically hired for each specific task; and that his employment did not have any direct relation to this tenancy. The Tenant contends that the Landlord entered into a contract with him for yard maintenance, landscaping, and a variety of other tasks.

The Landlord and the Tenant agree that the Tenant added a deck to the rental unit. The Landlord contends that the Tenant asked to build the deck for his own purposes

and that there was no agreement that he would be compensated for his labour. The Tenant contends that he agreed to build the deck in exchange for the right to rent the rental unit for an extended period.

After considerable discussion, the Landlord and the Tenant agreed to resolve this dispute under the following terms:

- The Tenant will vacate the unit no later than December 10, 2009 at 1:00 p.m.
- The Landlord will pay the Tenant, by certified cheque, the amount of \$2,400.00 in compensation for building the deck; for other work performed at the residential complex that is outside the scope of his employment with the construction company hired by the Landlord; and for the expenses of moving.

### Conclusion

On the basis of the mutual agreement reached by these parties, I find that this tenancy will end on December 10, 2009 at 1:00 p.m. On the basis of the mutual agreement to end this tenancy, I hereby grant the Landlord an Order of Possession that will be effective on December 10, 2009.

On the basis of the mutual agreement reached by these parties, I find that the Landlord owes the Tenant \$2,400.00. On the basis of the mutual agreement, I hereby grant the Tenant a monetary Order in the amount of \$2,400.00.

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: December 04, 2009.

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Dispute Resolution Officer