

DECISION

Dispute Codes CNR, O

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution to cancel a notice to end tenancy.

The hearing was conducted via teleconference and was attended by the tenant and his witness.

The tenant testified that he served hearing documents to the landlord's agent on March 19, 2010 at 4:35 and that this service was witnessed by a third party.

Issues(s) to be Decided

The issue to be decided is whether the tenant is entitled to cancel a 10 Day Notice to End Tenancy for Unpaid Rent, pursuant to sections 46, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The tenant submitted the following documents into evidence:

- A copy of a tenancy agreement signed by the parties on March 1, 2009 for a month to month tenancy beginning on March 1, 2009 for a monthly rent of \$525.00 due on the 1st of the month. No security deposit was paid.
- Calendars from January and February 2010 showing hours worked for the landlord;
- A handwritten statement of amount owed to the tenant by the landlord for work completed as of March 15, 2010; and
- A copy of a 10 Day Notice to End Tenancy for Unpaid Rent dated March 12, 2010 with an effective vacancy date of March 22, 2010 due to \$525.00 in unpaid rent due on March 1, 2010.

The tenant testified that when he moved into the building the then building manager and the tenant entered into a verbal agreement to complete work around the residential property and that as part of that arrangement the tenant would not have to pay rent if money was owed to the tenant for work, rather it would be deducted from the amount owed to the tenant.

The tenant's witness, who had been the building manager at the time the agreement was made and confirms that this agreement had been underway since the start of the tenancy. The witness also confirmed that when he left his position he talked with the new building manager and was under the impression that this arrangement would continue as described above.

Analysis

Despite the fact that the agreement was verbal, in the absence of any evidence or testimony to contrary by the landlord and based on the corroboration of the tenant's witness, I find the tenant and landlord had an agreement regarding how rent would be deducted from monies earned by the tenant for work on the residential property.

I also find the tenant has submitted an undisputed statement of account for work completed and I accept the amount owed to the tenant for work completed in January and February 2010 was sufficient for the rent for the month of March 2010. I therefore find the tenant has paid rent for March 2010

Conclusion

I grant the tenant's application to cancel the 10 Day Notice to End Tenancy for Unpaid rent issued on March 12, 2010 and find the tenancy in full force and effect.

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: April 30, 2010.

Dispute Resolution Officer