

## **DECISION**

Dispute Codes      CNC, & FF

### Introduction

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties and the witness the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties and the witness.

All testimony was taken under affirmation.

### Issues(s) to be Decided

This is a request to have a section 47 Notice to End Tenancy cancelled and a request that the respondent bear the \$50.00 cost of the filing fee that was paid for the application for dispute resolution.

### Background and Evidence

The landlord testified that:

- I agreed to rent this property to the tenant at a discounted rent, and in exchange the tenants agreed to do work on the property for me.
- The tenant is only paying \$250.00 per month and I estimate that the value of the pad rental to be \$500.00 per month.

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- The tenant has failed to keep his end of the bargain and will only do work if he is paid.

I therefore need the tenant to move off of the rental property so that I can have someone move-in who is willing to do the work required.

The tenant testified that:

- There was never any agreement that he would do work on the property in exchange for discounted rent.
- They both agreed on rent of \$250.00 per month, and that agreement was put in writing. There was never any other verbal agreement.
- The landlords claim that the actual value is \$500.00 per month is way out of line, because pad rents in this area range from \$250.00 per month to \$300.00 per month.

The tenant therefore believes that since he has never been an employee of the landlord, this Notice to End Tenancy should be cancelled.

## Analysis

It is my decision that the landlord has not met the burden of proving that there was any verbal agreement for the tenant to do work in exchange for discounted rent.

It is just the landlord's word against that of the tenant, and that is not sufficient proof to meet the burden of proving the landlords claim.

The written tenancy agreement does not say anything about discounted rent in exchange for work.

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Therefore it is my finding that the tenant is not an employee and the Notice to End Tenancy is not a valid notice.

## Conclusion

I hereby order that the section 47 Notice to End Tenancy dated August 13, 2010, is cancelled and this tenancy continues. I further order that the respondent/landlord bear the \$50.00 cost of the filing fee. The tenant may therefore make a one-time deduction of \$50.00, from future rent payable to the landlord.

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: October 07, 2010.

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Dispute Resolution Officer