



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes CNR

Introduction

This hearing dealt with an application by the tenant to cancel a notice to end tenancy for unpaid rent. Both parties participated in the conference call hearing.

Issues to be Decided

Is the tenant entitled to any of the above under the Act.

Summary of Background and Evidence

This tenancy started in 2003 and the tenant pays current rent of \$800.00. On November 3, 2010 the landlord served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent.

The tenant has been a resident in the building for 7 years and each time he has moved into a new unit he has completed some repair work for the landlord.

The landlord testified that when the tenant moved into unit 303 the tenant requested that repairs be done to the unit. The landlord and tenant agreed that the tenant would be subsidized for any building supplies and the tenant would do the work himself. An agreement was not written up stating that the tenant would be paid for his labour. The tenant did supply the landlord with receipts for materials but then simply left a balance of \$394.43 owing on the July, 2010 rent which he felt he was owed for labour.

The tenant testified that he had done work on the property throughout the past 7 years and that he felt he should get paid for his labour. The tenant did not clearly communicate this to the landlord and this appears to be what has led them to this hearing.

The landlord stated that he has no issues with the tenant and if the tenant provides the landlord with a clearly written receipt for his labour, the landlord is willing to adjust or zero balance the amount owed. The tenant is to provide the landlord with a receipt by December 15, 2010 and both have agreed in this hearing that better lines of communication and agreements in writing will help prevent issues like this from happening in the future.



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The landlord has agreed in this hearing to withdraw the 10 Day Notice to End Tenancy for Unpaid Rent that was served to the tenant on November 3, 2010 and continue the tenancy.

Analysis

Based on the documentary evidence and testimony I find that while the tenant was properly served with a notice to end tenancy for non-payment of rent, the landlord has agreed to withdraw the 10 day notice to end tenancy. The notice to end tenancy is hereby set aside and the tenancy continues in full force and effect.

Conclusion

Accordingly, the notice to end tenancy is hereby set aside and the tenancy continues 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: November 30, 2010

Dispute Resolution Officer