

## **DECISION**

Dispute Codes      MNR, FF

### Introduction

This hearing dealt with an application by the tenant to cancel a notice to end tenancy for cause and for the landlord to make emergency repairs. 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 July 14, 2010 with rent of \$800.00, the tenant paid a security deposit of \$200.00. On December 28, 2010 the landlords served the tenant with a 1 Month Notice to End Tenancy for Cause: repeatedly late paying rent; tenant has not done required repairs of damage to the unit/site.

The landlord testified that the tenant has been late paying rent for the months of September, October, November, December 2010 and January 2011. The landlord stated that there is a signed agreement in place for the tenant to complete work on the residence however the agreement does state the hourly rate to be paid nor does it state any specifics regarding the tenant contacting the landlord prior to completing any work. The landlord stated that he believed that \$16.00 was the hourly rate agreed to.

The landlord stated that he has lived in the residence in the past as have his relatives and that there are no issues with the condition of the residence. The landlord stated that the furnace is relatively new (7 years old) and that there are no problems with the wiring for the furnace. The landlord contends that the house is not full of mold nor in the state of repair that the tenant purports.

The tenant testified that the agreement with the landlord was for him to be exchanged rent for work done on the property and the tenant contends that the hourly rate agreed to is \$30.00.

The tenant stated that Terasan gas would not light the furnace in late November due to faulty wiring, that the duct work is falling down, the house is full of mold and there are rodents in the attic and under the house. The tenant stated that the landlord advised him to not use the second bedroom as it is very moldy, the landlord denied this.

After much discussion, the parties, in this hearing agreed to mutually end the tenancy on February 28, 2011 at 1:00PM.

The terms of the mutual agreement to end tenancy are as follows:

- The tenant will not pay rent for the month of February, 2011.
- The landlord will not make a claim for rent owed against the tenant.
- The tenant will not make a claim for compensation against the landlord.
- The tenant will provide the landlord with the original Home Depot receipts.
- The tenant will provide the landlord with proper receipts for all work completed by the tenant.
- The tenant will vacate the property February 28, 2011 at 1:00PM.

It would be strongly suggested to the landlord and tenant that a Mutual Agreement to End Tenancy form is completed and signed by both parties.

### Conclusion

The 1 Month Notice to End Tenancy for Cause is set aside.

The parties have agreed to mutually end the tenancy on February 28, 2011 at 1:00PM.

The tenant's application is dismissed without leave to reapply.

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: January 25, 2011

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Residential Tenancy Branch