



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

Dispute Codes      OPC, MNR, FF

### Introduction

This hearing dealt with an application by the landlord for an order of possession for unpaid rent, a monetary order for unpaid rent and recovery of the filing fee. Both parties participated in the conference call hearing.

### Issue(s) to be Decided

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

### Background and Evidence

This tenancy started in September, 2010 with rent of \$700.00, the tenants paid a security deposit of \$350.00. On February 27, 2011 the landlord served the tenants with a 1 Month Notice to End Tenancy for Cause: tenant is repeatedly late paying rent.

The landlord testified that the tenants have been late paying their rent since they took possession of the rental unit. The landlord stated that the tenants have not paid rent for the months of February and March 2011 and currently owe the landlord \$1400.00 in unpaid rent. The landlord stated that he and the tenant have made a verbal agreement whereby the tenant will work for the landlord on the weekends to pay back the \$1400.00 the tenants owe the landlord. The landlord stated that he would like the tenants to stay in the rental unit but that the tenants needed to pay the rent on time, on the first of the month.

The landlord testified that he will not be seeking an order of possession to enforce the notice to end tenancy or a monetary order for the unpaid rent. The landlord stated that if the tenants do not pay their rent on time in the future he will serve the tenants with a 10 Day Notice for Unpaid Rent.

The tenant testified that he was not sure when rent was due as they had taken possession of the rental unit on September 20, 2010. The tenant stated that he worked on the rental unit prior to moving in as it was uninhabitable and this work was done in exchange for rent due. The tenant stated that there was no written tenancy agreement in place that specified when rent was due or any other terms of the tenancy.

The tenant confirmed that the landlord is currently owed \$1400.00 in unpaid rent for the months of February and March 2011.

The tenant stated that he and the landlord had reached a verbal agreement whereby the tenant would work for the landlord on the weekends to pay the \$1400.00 owed the landlord.

Both parties discussed in the hearing that it would be beneficial to put a written tenancy agreement in place to clarify when rent is due along with all other terms of the tenancy.

Both parties agreed to put the terms of the verbal '*work in exchange for rent*' agreement in writing to avoid any misunderstandings in the future and that this document would verify the hourly rate to be paid the tenant, minimum number of days to work each month etc.

### Analysis

A settlement was reached between the parties whereby the tenant will work for the landlord on weekends in order to pay back the \$1400.00 of unpaid rent and the landlord will withdraw this portion of the application and not seek a monetary order for this amount.

The landlord would like the tenants to stay in the rental unit and the landlord agreed to set aside the notice to end tenancy and withdraw his application for an order of possession. Therefore the landlord's Notice to End Tenancy for Cause dated February 27, 2011 is set aside with the result that the tenancy continues uninterrupted.

The landlord's application for an order of possession and a monetary order for unpaid rent is therefore dismissed.

As a settlement was reached between the parties the landlord is entitled to partial recovery of the filing fee and will be awarded \$25.00.

### Conclusion

The landlord and tenant have reached an agreement regarding payment of the \$1400.00 unpaid rent owed the landlord.

The landlord's Notice to End Tenancy for Cause dated February 27, 2011 is set aside with the result that the tenancy continues uninterrupted.

The landlord is entitled to recover \$25.00 of the \$50.00 filing fee.

A monetary order in the amount of **\$25.00** has been issued to the landlord and a copy of it must be served on the tenant. If the amount is not paid by the tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia and enforced as an order of that court.

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: March 30, 2010

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Residential Tenancy Branch