



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNR

### Introduction

This hearing dealt with an application by the tenant for an order setting aside a notice to end this tenancy. Both parties participated in the conference call hearing.

### Issue to be Decided

Should the notice to end tenancy be set aside?

### Background and Evidence

The parties agreed that the tenant was obligated to pay \$400.00 per month in rent and further agreed that the landlord had provided the tenant the option of working 44.5 hours each month at a rate of \$9.00 per hour in order to pay for rent. The parties further agreed that on or about March 16 the tenant was served with a 10 day notice to end tenancy for unpaid rent.

The tenant claimed that in the month of January he worked 44.5 hours which completely paid rent for February and an additional 6 hours which were to be credited to March's rent. He claimed that in February he worked an additional 6.5 hours toward March's rent, which totalled 12.5 hours, or \$112.50, which was to be credited to March's rent. The tenant acknowledged that the landlord had no obligation to provide him with work but argued that he is otherwise unemployed and cannot afford to pay rent without assistance.

The landlord claimed that the tenant had not performed sufficient work in January or February to pay rent for February and March.

### Analysis

When a landlord has alleged that a tenant has failed to pay rent, the burden shifts to the tenant to prove that rent was in fact paid. In order to establish grounds for an order setting aside the notice to end this tenancy, the tenant must prove that he either paid the rent in full for the period in question or that he provided labour pursuant to the agreement which existed between the parties.

The tenant acknowledged that he did not pay the landlord any money for the month of March and that he only performed 12.5 hours of labour in payment for that month's rent. Regardless of whether rent was paid in February, I find that the tenant provided labour worth just \$112.50 for March's rent and that he still owes \$287.50. On that basis, I find that the landlord has grounds to end the tenancy as this amount was not paid within 5 days of the time the tenant received the notice to end tenancy and in fact had still not been satisfied on the date of the hearing.

### Conclusion

The tenant's application is dismissed. The tenancy is ended pursuant to the notice to end tenancy.

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 07, 2011

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Residential Tenancy Branch