



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNE CNC CNR MNDC RR FF O

Introduction

This hearing dealt with an application by the tenant to cancel notices to end tenancy, as well as for monetary compensation and a reduction in rent. The tenant, the landlord and a translator for the landlord participated in the teleconference hearing.

At the outset of the hearing, the tenant confirmed that the landlord had only served her with a notice to end tenancy for unpaid rent, and it was that notice which she applied to cancel.

I informed the parties that I would only address the issue of the notice to end tenancy for rent in this hearing, as it took precedence over the monetary issues. I therefore dismiss the monetary portions of the tenant's application with leave to reapply.

I note that only the evidence relevant to the notice to end tenancy for unpaid rent is described in this decision.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Background and Evidence

The tenancy began on March 1, 2005. The parties agreed that the current monthly pad rent, due in advance on the first day of each month, is \$565.81.

On August 29, 2011, the landlord served the tenant with a notice to end tenancy for unpaid rent. The notice indicated that as of August 29, 2011, the tenant owed \$9248.28 in unpaid rent. The landlord submitted a statement of payment showing that the tenant had not paid any rent from July 2010 through October 2011. The landlord included a \$20 late fee to each month of unpaid rent, as well as two bounced cheque fees and one month of rent in the amount of \$570 for December 2010 for the tenant's son, who rents a different pad in the manufactured home park, under a separate tenancy agreement.

The tenant's response was that they had a verbal agreement with the landlord to do work for him in exchange for pad rent, from July 1, 2010 to March 31, 2011. The tenants therefore do not owe any rent for that time period. The tenant acknowledged in the hearing that they have not paid any rent from April 1, 2011 through October 2011, and they owe rent for those months. The tenants dispute the notice to end tenancy on the basis that the amount set out on the notice to end tenancy is incorrect.

The landlord acknowledged that he did hire the tenants to do pool cleaning and other jobs in the manufactured home park.

Analysis

I find that the notice to end tenancy is not valid. A notice to end tenancy for unpaid rent should clearly indicate only the amount owing for rent, and only for the tenancy in question. The amount owing should not include late fees or amounts owing by another tenant in a separate tenancy. Furthermore, the landlord acknowledged that he did have an employment agreement with the tenants. If the agreement was for the tenants to do work in exchange for pad rent, the amount of outstanding rent owed by the tenants would be dramatically reduced. The notice to end tenancy for unpaid rent is therefore cancelled.

As the tenant was successful in her application to cancel the notice to end tenancy for unpaid rent, she is entitled to recovery of her \$100 filing fee.

Conclusion

I cancel the notice to end tenancy for unpaid rent, with the effect that the tenancy continues.

The tenant may deduct \$100 from her next month's rent.

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 4, 2011.

Residential Tenancy Branch