



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This is an application filed by the Tenant for an order cancelling a notice to end tenancy issued for cause.

Both parties attended the hearing by conference call and gave testimony. As both parties have attended and have confirmed receipt of the notice of hearing package and the submitted evidence, I am satisfied that both parties have been properly served.

At the beginning of the hearing, both parties clarified that the Tenant was served with a 10 day notice to end tenancy issued for unpaid rent and not a 1 month notice to end tenancy issued for cause. Both parties agreed that the hearing shall proceed to deal with the 10 day notice to end tenancy issued for unpaid rent and the Tenant's request to cancel this notice.

Issue(s) to be Decided

Is the Tenant entitled to an order to cancel a notice to end tenancy issued for unpaid rent?

Background, Evidence and Analysis

Both parties agreed that no signed tenancy agreement exists, but that a verbal one was agreed to. This Tenancy began as a labour service for rent agreement which changed to \$400.00 per month for rent in December of 2011.

Both parties agreed that the Landlord served the Tenant with a 10 day notice to end tenancy issued for unpaid rent dated February 18, 2013 on the same date in person. The notice states that rent of \$1,850.00 was due on February 1, 2013 and remains unpaid. The notice shows an effective date of March 1, 2013.

The Landlord stated that the Tenant owed rent arrears of \$2,250.00. This consists of rent arrears for August 2012 of \$400.00, September 2012 of \$400.00, October 2012 of \$400.00, November 2012 of \$400.00, December 2012 of \$100.00, January 2013 of \$150.00 and February 2013 of \$400.00. The Tenant disputes this stating that as of July of 2012 the original agreement for labour service for rent was restarted. The Landlord disputes this. The Tenant has provided a witness statement from another past tenant that confirms that the Landlord had a similar relationship. The Tenant states that he owes no rent.

I find on a balance of probabilities that the Tenant has failed to establish a claim to cancel the 10 day notice to end tenancy issued for unpaid rent. The Tenant has failed to provide sufficient evidence that the labour for rent agreement was restarted. The Tenant's Application is dismissed.

Conclusion

The Tenant's Application is dismissed.

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 19, 2013

Residential Tenancy Branch

