



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR

### Introduction

This hearing was convened by way of conference call in response to the tenant's application to cancel a 10 Day Notice to End Tenancy for unpaid rent or utilities; other issues; and to recover the filing fee from the landlord for the cost of this application.

Service of the hearing documents, by the tenant to the landlord, was done in accordance with section 89 of the *Act*; served in person on September 24, 2014.

The tenant appeared, gave sworn testimony, was provided the opportunity to present evidence orally, in writing, and in documentary form. There was no appearance for the landlord, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*. All of the testimony and documentary evidence was carefully considered.

### Issue(s) to be Decided

Is the tenant entitled to have the 10 Day Notice to End Tenancy cancelled?

### Background and Evidence

The tenant testified that this month to month tenancy started on April 15, 2014. This was a verbal agreement as the landlord did not provide the tenant with a tenancy agreement. Rent for this unit was \$850.00 per month due on the 1<sup>st</sup> of each month. The tenant paid a security deposit of \$425.00 at the start of the tenancy.

The tenant testified that he was employed by the landlord to clean the building and to clean any units that required extra cleaning when other tenants vacated. For this work the landlord paid the tenant \$200.00 a month which was deducted from the tenant's rent each month. The tenant testified that the landlord also paid the tenant \$15.00 an hour to do maintenance work at the building. The tenant completed a checklist worksheet and documented his hours worked and gave this to the landlord each month. Any amounts owed to the tenant were also deducted from the tenant's rent and any extra amounts were then paid to the tenant.

The tenant testified that the landlord stopped paying the tenant for the tenant's work completed in August and September, 2014. The tenant testified that he did maintenance work of 92 hours for August and 92 hours in September. This equals to an amount of \$1,380.00 each month which should have covered the \$650.00 rent each month and the balance should have been paid to the tenant.

The tenant testified that he has received no money in wages from the landlord and the landlord served the tenant with a 10 Day Notice to End Tenancy for unpaid rent on September 04, 2014. This Notice indicated that there is \$2,030.00 in outstanding rent. The tenant disputed this and requests that the Notice is cancelled.

### Analysis

The landlord did not appear at the hearing to dispute the tenant's claims, despite having been given a Notice of the hearing; therefore, in the absence of any evidence from the landlord, I have carefully considered the tenant's sworn testimony before me.

The tenant argued that there is no rent outstanding as the rent should have been covered by the tenant's wages owed to the tenant from the landlord. I have considered the tenant sworn testimony and even though I have little documentary evidence from the tenant showing the hours worked or the arrangement between the parties concerning wages in lieu of rent; as the landlord has not appeared at the hearing to

dispute the tenant's claim or to provide corroborating evidence to support the 10 Day Notice to End Tenancy; I find in favor of the tenant's undisputed claim. The 10 Day Notice to End Tenancy for unpaid rent is therefore cancelled.

### Conclusion

The tenant's application is allowed. The 10 Day Notice to End Tenancy for unpaid rent dated, September 08, 2014 is cancelled and the tenancy will continue.

As the tenants claim has merit I find the tenant is entitled to recover the **\$50.00** filing fee from the landlord pursuant to s. 72(1) of the *Act*. A Monetary Order has been issued to the tenant for this amount. This Order must be served upon the landlord. If the landlord fails to comply with this Order, the Order may be enforced in the Provincial Court (Small Claims Court) of British Columbia 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: November 07, 2014

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Residential Tenancy Branch

