



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, FF, MNDC

Introduction

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. An order to cancel the two month Notice to End Tenancy dated May 30, 2016
- b. A monetary order in the sum of \$3112
- c. An order to recover the cost of the filing fee.

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. The hearing was adjourned from July 20, 2016 to September 9, 2016.

I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the landlords. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenants are entitled to an order cancelling the Notice to End Tenancy dated May 30, 2016?
- b. Whether the tenants are entitled to a monetary order and if so how much?
- c. Whether the tenants are entitled to recover the cost of the filing fee?

Background and Evidence

The tenants moved into the rental property on November 1, 2014. The landlord society became the registered owner in January 2015. The parties entered into an oral tenancy agreement provided that the tenant(s) would pay rent of \$600 per month payable in advance on the first day of each month. The tenants were to pay the rent through work on the property. A dispute has arisen between the parties as to how much work the tenants were supposed to do. The tenant alleges the landlord owes them \$3112 for labour. The landlord disputes this saying the agreement was that the labour was to be limited to 48 hours a month and was to be used to cover the rent only.

The landlord testified they wish to use the rental unit to carry out program development such as meeting rooms for their volunteers or staff and it is not intended to be used for residential purposes.

Settlement:

During the hearing the parties reached a settlement and they asked that I record the settlement pursuant to section 63(2) of the Residential Tenancy Act as follows:

- a. The parties mutually agree to end the tenancy on January 31, 2017.
- b. The parties request the arbitrator issue an Order for Possession for that date.
- c. The tenants shall not be required to pay rent for the months of September 2016 and October 2016 and the parties agree the obligation to pay the rent has been satisfied by previous labour done by the Tenants.
- d. The tenants shall pay rent in the sum of \$600 per month on the first day of the month November 2016, December 2016 and January 2017.
- e. Subject to the terms of this settlement the Tenants release and discharge the Landlord for all claims for labour.
- f. The Tenants shall not do any further work on the property.
- g. If the Tenants find alternative accommodation they shall be entitled to end the tenancy earlier than January 31, 2017 upon giving the landlord a clear month written notice.

Orders:

As a result of the settlement I issued an Order for Possession effective January 31, 2017. All other claims brought by the Tenants are dismissed.

The tenants must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

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: September 9, 2016

Residential Tenancy Branch