



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNR, CNC, OT, FFT

### Introduction

The tenants applied to the Residential Tenancy Branch [the 'RTB'] for Dispute Resolution. The tenants ask me for the following orders against the landlords.

1. Cancellation of a 10-day Notice to End Tenancy, served on or about 11 March 2023 [the '10-day Notice'].
2. Cancellation of a One-month Notice to End Tenancy for Cause, served on or about 13 February 2023 [the 'One-month Notice'].
3. Employment of tenants as caretakers of the rental property [the 'Employment Order'].
4. Reimbursement for the \$100.00 filing fee for this application.

### Preliminary Matters

The landlord agreed to withdraw the One-month Notice so claim #2 is dismissed.

The tenants selected "other issue not listed" when they applied for dispute resolution and asked for an order that the landlord employ them as caretakers. The tenants could not refer me to any section of the Residential Tenancy Act that gives the Director the authority to determine who the landlord should employ as a caretaker. The tenant's claim #3 is not within my jurisdiction and is dismissed without leave to reapply

### Issues to be Decided

Does the 10-day Notice end the tenancy?

Do the tenants owe the landlord unpaid rent?

Should the landlords reimburse the tenants for the cost of filing this application?

### Background and Evidence

The parties agreed that the tenants had been working for the landlords as caretakers of the rental property.

The landlords told me that monthly rent was \$975.00, but that they reduced this by \$200.00 *per* month to compensate the tenants for serving as caretaker of the rental property. This made rent \$775.00, which the landlords increased to \$786.63 in 2022. The rent is due on the first of the month.

The tenants told me that in February 2023 the landlords terminated the tenants as caretakers of the property. At about the same time, the tenants said the landlords e-mailed them, suggesting that in light of the tenants' new 'status' (*i.e.* they were no longer caretakers), perhaps they might want to renegotiate rent at a 'market rate'. The tenants did not produce the email and the landlords have no recollection of that e-mail.

As a result of this termination, and of the suggestion to renegotiate rent, the tenants told me that they decided to not pay rent for March and April. They said that they made this decision because they were left unsure as to how much rent to pay: was it the \$786.63 they paid as caretakers? Or, after their termination, was it to be \$975.00? Or was it to be some different amount, in light of the landlords' suggestion that they renegotiate rent? The tenants told me that they filed this application to get clarification as to how much rent they should be paying.

The landlords said that even if they did suggest rent should be renegotiated, the rent owing remained unchanged: \$786.63 *per* month. When they did not receive \$786.63 rent for March, they issued the 10-day Notice with an effective date of March 21, 2023.

### Analysis

Section 26 (1) of the *Residential Tenancy Act* [the 'Act'] places a positive obligation upon the tenants to pay rent, with which the tenants have not complied. They did not point to any section of the Act or its regulations that empowered them to withhold rent.

As a result, I find that the landlord had reason to issue the 10-day Notice citing \$786.63 in unpaid rent due on March 1, 2023. The tenants did not pay the rent within five days of receiving the 10-day Notice nor did they move out by the effective date of the Notice. Under section 68(2) I order the effective end date of the tenancy to be the last day of the last full month the tenants have been residing in the rental unit: April 30, 2023. The tenants owe the landlord rent for March and April.

### Conclusion

I order that the tenants pay to the landlords a total of \$1,573.26 for unpaid rent.

The landlords must serve this order on the tenants as soon as possible. If the tenants do not comply with my order, then the landlords may file this order in the Small Claims Division of the Provincial Court of British Columbia. Then the landlords can enforce my order as an order of that court.

I also make an Order of Possession in favour of the landlords. This order is effective two days after they serve it upon the tenants. If the tenants or any occupant of the rental unit fails to comply with my order, then the landlords can file this order with the Supreme Court of British Columbia, and enforce it as an order of that court.

I make this decision on authority delegated to me by the Director of the RTB *per* section 9.1(1) of the Act.

Dated: 4 May 2023

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Residential Tenancy Branch