



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes CNR

Introduction

This matter dealt with an application by the tenant to cancel a Notice to End Tenancy for Unpaid Rent.

Service of the hearing documents was done in accordance with s. 89 of the *Act*. They were sent to the landlord by registered mail on, April 24, 2009. The Canada Post Mailing receipt shows that the landlord received the Notice of Hearing on April 27, 2009. I find that the landlord was properly served pursuant to s. 89 of the *Act* with notice of this hearing and the hearing proceeded in the landlords' absence.

Both parties were provided the opportunity to present evidence and make submissions. As the landlord did not appear the submissions were made by the tenant.

Issues(s) to be Decided

- Was the 10 Day Notice on a valid form?
- Should the 10 Day Notice be cancelled?
- Is there any outstanding rent owed by the tenant?

Background and Evidence

This tenancy started on February 19, 2008. The tenant lived at the rental unit and paid rent of \$490.00 per month. The tenant states that he has never paid a security deposit or pet deposit.

At some point during the tenancy the landlord offered the tenant employment and the tenant was told that when he was employed then he no longer had to pay rent. The

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tenant testifies that his wages have never been deducted for any rent payment. He was never given a tenancy agreement or employment contract.

The landlord served the tenant with a 10 Day Notice for Unpaid rent on April 21, 2009. The landlord served the Notice on a form that is no longer in use. The tenant states that due to the verbal agreement with the landlord about his rental unit becoming part of his employment he does not owe rent as stated on the Notice. The tenant feels the landlords Notice was given in reprisal to the tenant taking action against the landlord under the Employment Standards. The tenant decided to leave the rental property and his employment on April 25, 2009.

Analysis

The landlord served the tenant with a 10 Day Notice on a form that is no longer in use. s. 52 of the *Act* says that when a landlord serves a Notice it must be on an approved form. I find that the landlord's Notice substantially complies with s. 52 of the *Act* and has not prejudiced the tenant. Consequently, I find that the landlord's Notice is not invalid because it is not on the currently used form. However, the landlord would be well advised to use the most current form in the future as failure to do so could prejudice a tenant if they rely on incorrect information contained in it.

The tenant states that his rental unit was part of his employment agreement with his employer/landlord. Pursuant to s. 48(2)(3) of the *Act*:

Landlord's notice: end of employment with the landlord

(2) An employer may end the tenancy of an employee in respect of a rental unit rented or provided by the employer to the employee to occupy during the term of employment by giving notice to end the tenancy if the employment is ended.

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(3) A notice under this section must end the tenancy effective on a date that is

(a) not earlier than one month after the date the tenant receives the notice,

(b) not earlier than the last day the tenant is employed by the landlord, and

(4) A notice under this section must comply with section 52 *[form and content of notice to end tenancy]*.

The tenant applied for Dispute Resolution within five days of receiving this Notice. Since that time he has moved out of the rental unit and his request to cancel the landlords Notice to End Tenancy is no longer required.

Conclusion

As the landlord has not appeared at this hearing and the tenant has already moved out of the rental unit I am not required to set aside the 10 Day Notice to End Tenancy or determine if any rent is owed by the tenant. Therefore, the tenants' 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: May 29, 2009.

Dispute Resolution Officer