



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes: *MNDC, CNE, FF*

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for an order to set aside the notice to end tenancy for end of employment and for a monetary order for compensation and the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Does the landlord have reason to end the tenancy or should the notice to end tenancy be set aside and the tenancy be allowed to continue? Is the tenant entitled to compensation and the recovery of the filing fee?

Background and Evidence

The tenants were hired as the landlord's caretakers of the rental property on July 01, 1995. The tenants occupied the rental unit as a condition of their employment. The monthly rent at the time the agreement was entered into, was \$100.00 due in advance on the first day of the month. The current rent is \$835.00. Prior to moving in the tenant paid a security deposit of \$50.00.

On August 30, 2010, the landlord served the tenant with a notice to end tenancy for end of employment. The reason for the notice was that the tenant's rental unit was part of an employment arrangement that has ended and the unit is needed for a new employee. The landlord offered the tenant a one year lease at a reduced rent. The tenant did not want to sign a fixed term lease.

The tenant also applied for compensation in the amount of \$2,850.00 for damages related to his employment.

During the hearing both parties made offers to each other and these offers were discussed at length. During this discussion the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the dispute resolution officer may assist the parties settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order.

During this hearing, the parties reached an agreement to settle their dispute under the following terms.

- The tenant agreed to move out on or before 1:00p.m.on December 01, 2010.
- The landlord agreed to allow the tenancy to continue up to December 01, 2010 at the current rent.

The landlord made a request under section 55 of the legislation for an order of possession. Under the provisions of section 55(1), upon the request of a landlord, I must issue an order of possession when I have upheld a notice to end tenancy. Accordingly, I so order. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

Regarding the tenant's claim for compensation, I find that the circumstances of the dispute are related to employment and do not fall within the jurisdiction of the *Residential Tenancy Act*. The tenant is at liberty to pursue other remedies under common law within the jurisdiction of the Small Claims Court.

As this dispute was resolved by mutual agreement and not based on the merits of the case, I grant the tenant half the amount of his filing fee. The tenant may deduct \$25.00 from rent for November.

Since the tenants are not entering into a new tenancy agreement and the tenancy is ending on December 01, 2010, the tenant is not required to pay an additional amount towards the security deposit.

Conclusion

I grant the landlord an order of possession effective on or before **1:00 pm on December 01, 2010.**

The tenant may deduct \$25.00 off rent for November 2010.

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: October 14, 2010.

Dispute Resolution Officer