

DECISION

Dispute Codes: **Landlord:** OPE
 Tenants: CNE

Introduction

These applications were brought by both the landlord and the tenant.

By application of August 26, 2010, the landlord seeks an Order of Possession pursuant to a one-month Notice to End Tenancy for end of employment served on August 3, 2010.

By earlier application of August 16, 2010, the tenant sought to have the same Notice to End Tenancy set aside.

Issues to be Decided

These applications requires decision on whether the landlord is entitled to an Order of Possession in support of the Notice to End Tenancy or whether it should be set aside.

Background and Evidence

The applicant tenant has had use of the rental unit in exchange for duties performing maintenance in the rental building.

Neither party is certain when the arrangement began but the landlord believes it began in 2000, though the tenant says he started assisting his grandmother in the same role in 1984. The landlord believes the market value of the rental unit is \$850 per month.

According to the landlord, the tenant gave notice that he wished to leave the employment of the landlord by a telephone call of August 1, 2010 during which the landlords stated that the tenant was abusive and intoxicated. The tenant states that he did not quit but that his employment or service contract was terminated.

In either case, the landlord service the tenant with the Notice to End Tenancy for end of employment with the landlord on August 3, 2010 and the tenant concurs that he has neither done work for the landlords nor paid rent since that time. The notice set an end of tenancy date of October 1, 2010.

The landlords submitted a substantial amount of evidence in support of ending the tenancy for cause, but as the notice was for end of employment, I need not review the evidence for cause.

The tenant advised that the matter of his termination is the subject of an application to the Employment Standards Branch.

Analysis

Section 48 of the *Act* provides that a landlord may serve a tenant with a one-month Notice to End Tenancy if the rental was provided for the term of employment and the employment has ended.

As noted, the parties concur that the tenant's employment has ended and he continues to occupy the rental unit without a new tenancy agreement, and he has paid no rent or performed duties for the landlord since receiving the notice.

Therefore, I find that the landlords are entitled to an Order of Possession to take effect two days from service of it on the tenant.

Conclusion

The landlord's copy of this decision is accompanied by an Order of Possession, enforceable through the Supreme Court of British Columbia to take effect two days from service of it on the tenant.

October 4, 2010