



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC

Introduction

This application was brought by the tenant on April 4, 2011 seeking to have set aside a one-month Notice to End Tenancy in conjunction with the end of employment with the landlord.

Issues to be Decided

This application requires a decision on whether the Notice to End Tenancy should be set aside or upheld.

Background and Evidence

According to the tenant, the portion of the tenancy related to employment began in July of 1985 and he has lived in the building since 1978. Rent is \$250 per month plus utilities and building management or caretaker duties. The landlord holds a security deposit of \$100 paid in 1978.

There was no copy of the Notice to End Tenancy before me during the hearing and neither party has provided a copy of a rental or employment agreement.

The landlord did submit a copy of a "Contract of Purchase and Sale Addendum" showing that the possession date for sale of the apartment building had been changed from March 1, 2011 to May 1, 2011.

The tenant stated that he had filed the Notice to End Tenancy when he made application but that it had been returned to him. As a matter of standard procedure, staff members of the branch cannot provide photocopying services for the very large number of applicants they deal with.

As a matter of course, some documents may be examined on filing to ensure they relate to the application, but, if copies are not provided, they originals are returned to the applicant with the advice that they need to be duplicated and filed.

Analysis

Section 48 of the Act provides that:

- 48** (1) A landlord may end the tenancy of a person employed as a caretaker, manager or superintendent of the residential property of which the rental unit is a part by giving notice to end the tenancy if
- (a) the rental unit was rented or provided to the tenant for the term of his or her employment,
 - (b) the tenant's employment as a caretaker, manager or superintendent is ended, and
 - (c) the landlord intends in good faith to rent or provide the rental unit to a new caretaker, manager or superintendent.
- (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.
- (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
 - (c) the day before the day in the month, or in the other period on which the tenancy is based, that rent, if any, is payable under the tenancy agreement.

In addition, a Notice served under section 48 of the *Act* must conform with the requirements of section 52 of the *Act* which prescribes form and the required content of such notice.

I find that I cannot fairly determine the validity and lawfulness of such a Notice to End Tenancy without having a copy of the document before me.

Therefore, I dismissed the application with leave to reapply.

At the same time, the landlord was advised of his right to make a separate application for an Order of Possession based on the same Notice to End Tenancy and he was reminded of the necessity of providing supporting evidence.

Conclusion

The tenant's application is dismissed with leave to reapply and the landlord remains at liberty to make application for an Order of Possession based on the Notice.

April 21, 2011