



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNE CNC CNL AAT O OPE OPR OPL MNR FF

Introduction

This hearing dealt with applications by the tenant and the landlord. The tenant applied to cancel a notice to end tenancy, as well as for an order granting the tenant access to the rental unit. The landlord applied for an order of possession and a monetary order for unpaid rent. The tenant, the landlord and a witness for the landlord participated in the conference call hearing.

Issue(s) to be Decided

Is the landlord entitled to an order of possession?
Is the landlord entitled to a monetary order?

Background and Evidence

The tenant was hired as a manager for the landlord's travel accommodation business. Part of the tenant's compensation for his employment was occupancy of a manager's suite. The manager's suite contains equipment essential to the manager's job, including the closed circuit security system for monitoring the property. The landlord and the tenant did not enter into a written employment agreement or a written tenancy agreement. There was no discussion at the outset of the tenancy what rental value would be placed on the manager's suite.

On July 18, 2011 the landlord gave the tenant a letter informing the tenant of the immediate termination of his employment. The letter also stated that the tenant must vacate the manager's suite within 24 hours, and that the landlord could provide a different suite for the tenant at a rental rate of \$1500 per month. The tenant did not vacate the manager's suite or pay rent to the landlord. The landlord hired a new manager on July 19, 2011. The new manager is temporarily being housed in another suite.

On July 27, 2011 the landlord served the tenant with a one month notice to end tenancy for cause and for end of employment. The notice indicated two reasons for ending the tenancy: (1) the tenant's rental unit is part of an employment arrangement that has ended and the unit is needed for a new employee; and (2) the tenant has put the landlord's property at significant risk. The effective date on the notice is August 27,

2011. The landlord did not sign the notice to end tenancy. The tenant did not dispute any of these facts.

The landlord has claimed monetary compensation as follows: rent of \$1500 per month and storage space at \$750 per month for the latter half of July and all of August 2011, as well as \$5 per vehicle per day for any vehicles of the tenant that were parked on the landlord's property, for a total claim of \$3600.

The tenant's response to the landlord's monetary claim was that the landlord owed the tenant over \$8000 in unpaid wages, and until the landlord pays the tenant, he cannot afford to move. There was never any discussion of the rental value of the manager's suite or charges for storage or parking.

Analysis

I find that the notice to end tenancy is valid, on the basis that the tenant's employment has ended and the unit is needed for a new employee. As I find that the notice is valid in regard to this alleged cause, I do not need to consider the second alleged cause, that the tenant put the landlord's property at significant risk. I do not find it a fatal flaw in this case that the landlord failed to sign the notice. The effective date on the notice is automatically corrected to August 31, 2011. Pursuant to the notice to end tenancy, the landlord is entitled to an order of possession.

As for the monetary order, I find that the landlord has failed to provide sufficient evidence to support any of his monetary claim. The landlord did not set out the value of the rental suite in writing at the outset of the tenant's employment. Further, the landlord offered no supporting evidence to establish that the amounts claimed for rent, storage and parking were reasonable. I find the landlord is not entitled to any of the monetary amounts claimed.

As the landlord's application was only partially successful, I find they are not entitled to recovery of the filing fee for the cost of their application.

As the tenancy is ending, I find it is not necessary to address the portion of the tenant's application regarding an order granting the tenant access to the unit.

Conclusion

The tenant's application is dismissed.

I grant the landlord an order of possession effective August 31, 2011. 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.

The landlord's monetary claim 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: August 26, 2011.

Residential Tenancy Branch