



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDC, FF

### Introduction

This hearing was convened by way of conference call in response to an application made by the tenants for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement and to recover the filing fee from the landlords for the cost of this application.

Both tenants attended the conference call hearing, however only one tenant provided affirmed testimony. Despite being served with the Tenant's Application for Dispute Resolution and notice of hearing documents by registered mail on November 16, 2011, neither an agent for the landlord company nor the other named landlord attended the conference call hearing. The tenants provided a Canada Post cash register receipt dated November 16, 2011 and registered mail receipt, and testified that upon checking with Canada Post, the tenants learned that notices were sent to the landlords on November 17, 2011, again on November 24, 2011 and again on December 2, 2011. The documents were returned to the tenants, who had to sign for the envelope, and the post office had marked the envelope "Unclaimed," and that the item had been refused by the recipient. The registered mail customer receipt shows that the mail was addressed to both the landlord company and the named landlord in one mailing, and I am satisfied that the named landlord has been served in accordance with the *Residential Tenancy Act*. The *Act* states that a document served in that manner is deemed to be received 5 days after such mailing, and I find that the named landlord is deemed to have been served on November 21, 2011.

The tenants also provided evidence in advance of the hearing which has been reviewed and is considered in this Decision.

### Issue(s) to be Decided

Are the tenants entitled to a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement?

### Background and Evidence

This month-to-month tenancy began on October 1, 2010 and ended on June 30, 2011. Rent in the amount of \$1,000.00 per month was payable by payroll deductions every two weeks. There are no rental arrears, and the tenants did not pay the landlord a security deposit or pet damage deposit. The rental unit was provided to the tenants by the landlords, who were also the employers of the tenants, as part of an employment arrangement. The tenants started to work for the landlords in September, 2010 but didn't move into the rental unit until October 1, 2010.

On June 24, 2011 the tenants received a letter from the landlords, delivered by an agent of the landlord, a copy of which was provided for this hearing. The letter is dated June 20, and states that the tenants' services are no longer required as of June 30, 2011. The tenants told the landlord's agent that a few days would be required to move, and the agent agreed. Then the agent returned on June 27, 2011 and told the tenants that they had to move by the end of June, 2011.

The tenants attempted to find accommodation, however the only rental on such short notice was a rental house that is generally used for vacation accommodation. The tenants paid \$1,500.00 for that temporary accommodation, and claim that amount against the landlords. A copy of the receipt for the accommodation was provided prior to the hearing. It was also necessary that the tenants' belongings be kept in storage, at a cost of \$116.00 per month plus tax, and the tenants paid \$122.00. The storage unit was used for 2 months, but the tenants got the 2<sup>nd</sup> month free. The tenants provided a copy of the receipt for the storage unit, and claim \$122.00 as against the landlords.

The tenant also testified that a hearing was conducted in November, 2011 under file number 774321, wherein the tenants had applied for the same relief as against the landlords. The Dispute Resolution Officer found that the tenants had failed to include a dollar value of the claim in the application and did not provide receipts in advance of that hearing. The claim was dismissed with leave to reapply, and this application is the re-application of the tenants.

### Analysis

Firstly, I have read the Decision of the Dispute Resolution Officer under file number 774321, which specifically states:

“As I have not considered the Tenant's claim for compensation, the Tenant retains the right to file another Application for Dispute Resolution claiming compensation arising from the tenancy.”

The *Residential Tenancy Act* does not permit a landlord to end a tenancy on such short notice, even if an employment arrangement ends. The *Act* specifically states 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.

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

In this case, I find that the employment arrangement ended on June 30, 2011. I further find that the landlord's notice does not comply with Section 52 of the *Act*; the notice is not in any form whatsoever, but in the terms made up by the landlord. I further find that the landlords have failed to comply with the *Act* by failing to give the tenants one month's notice as required in Section 48 (3).

The *Act* also states that:

7 (1) If a landlord or tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.

In this case, I find that the damage or loss that resulted from the landlord's actions in not complying with the *Act* are the costs of a rental unit found on short notice and the requirement for the tenants to put their belongings into storage. I also find that the tenants have provided evidence sufficient to substantiate a claim in the amount of \$1,500.00 for lodging and \$122.00 for storage. The tenants are also entitled to recovery of the \$50.00 filing fee for the cost of this application, and will have a monetary order in the amount of \$1,672.00.

### Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the tenants as against the named landlord, pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$1,672.00. This order is final and binding on the parties and may be enforced.

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: February 02, 2012.

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Residential Tenancy Branch