



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

Decision

Dispute Codes:

OPE, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord for an Order of Possession based on a One-Month Notice to End Tenancy for End of Employment dated January 18, 2012.

Both parties appeared at the hearing and gave evidence.

Issue(s) to be Decided

The issue to be decided at this hearing is whether or not the landlord is entitled to receive an Order of Possession based on the mutual agreement signed by the parties.

Background and Evidence

The landlord testified that the tenancy began on November 15, 2011 and the tenant was given a rental unit as part of an employment arrangement. No security deposit was paid. The landlord testified that the tenant's employment was terminated on January 2, 2012 and the landlord issued the One-Month Notice to End Tenancy for End of Employment because she intends on regaining possession of the rental unit.

At the outset of the hearing, the tenants agreed that they would be vacating the unit in accordance with the Notice served by the landlord and stated that the landlord would have no reason to believe otherwise. The tenant testified that they did not dispute the Notice. The tenant pointed out that the landlord's application was made for her own reasons and the tenant should not be required to reimburse the landlord for the cost of filing the application.

Analysis

Section 48(1) of the Act states that 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.

Section 48(2) of the Act provides that the 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.

Section 48(3) of the Act provides that 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.

Section 48(4) of the Act requires that a notice under this section must comply with section 52 *[form and content of notice to end tenancy]*.

Section 48(5 and (6) of the Act states that a tenant may dispute a notice under this section by making an application for dispute resolution within 10 days after the date the tenant receives the notice and if the tenant does not make an application for dispute resolution in accordance with subsection (5), the tenant:

- (a) is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and
- (b) must vacate the rental unit by that date.

Given the above, I find that the tenancy must come to an end and the landlord is entitled to an Order of Possession.

Conclusion

I hereby grant the landlord an Order of Possession effective February 29, 2012 at 5:00 p.m.

I find that the landlord is not entitled to be reimbursed cost of the application.

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 21, 2012.

Residential Tenancy Branch