



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Bayside Property Services  
and [tenant name suppressed to protect privacy]

## **INTERIM DECISION**

Dispute Codes      CNR, MNDC, OLC, FF

### Introduction

This hearing dealt with an application by the tenant for an order setting aside a notice to end this tenancy, a monetary order and an order compelling the landlord to comply with the Act. Both parties participated in the conference call hearing.

At the hearing, the landlord requested an adjournment, advising that she was in the midst of attending to a family emergency. The landlord agreed to participate in the hearing long enough to address the question of the basis for the issuance of the notice to end tenancy.

This interim decision addresses solely the issue of the notice to end tenancy. The remaining issues will be addressed when the hearing is reconvened. Copies of the notice of hearing advising of the new date and time for the hearing are enclosed with this decision.

### Issue to be Decided

Should the notice to end tenancy be set aside?

### Background and Evidence

The parties agreed that when the tenancy began, a different corporate landlord managed the property in question. They further agreed that the tenant was employed as a caretaker by that other corporate body and that the tenancy agreement and employment contract were entered into between those parties.

The landlord who is the named respondent in this claim took over managing the property in November 2012. The tenant continued her employment for a short time and was discharged by the end of that year.

Although the tenancy agreement which had been signed by the tenant and the former landlord specifically stated that the tenant was to pay \$425.00 in rent, the landlord took the position that because the due diligence materials provided to the current landlord included a statement that the caretaker was to pay 50% of the normal rent, the tenant's rent should have doubled after her employment ceased.

The landlord acknowledged that there existed no written agreement between the parties, either in the form of a second tenancy agreement or an employment contract, under which the tenant was required to pay \$850.00 per month in rent.

On or about June 4, 2013, the landlord served on the tenant a 10 day notice to end tenancy for unpaid rent, alleging that the tenant was \$2,125.00 in arrears as she had only paid \$425.00 per month in rent each month in her tenancy.

### Analysis

The parol evidence rule is a common law principle whereby when parties have established a written contract which appears to be complete on its face, they cannot argue that a term of the contract has changed by introducing evidence apart from the written contract.

Although the landlord claimed that the previous landlord must have informed the tenant that her rent was reduced to 50% of market rent because of her employment, the tenancy agreement does not reference any other type of agreement, including an employment contract, and the landlord has not submitted a signed employment contract indicating that the tenant agreed that her tenancy was in any way connected with her employment.

While the landlord may have very different procedures and agreement templates in place for its employees, it inherited both the tenancy agreement and the employment contract, such as it was, from the previous landlord. The landlord cannot unilaterally impose conditions on the tenant regarding the amount of her rent or tying her tenancy to her employment where such an agreement did not exist before. I find that as the landlord is barred by the parol evidence rule from introducing outside evidence and as there is no written and signed agreement in place which has superseded the previous agreement, the landlord has failed to prove that the tenant owes more than \$425.00 per month in rent.

I find that the tenant is only obligated to pay \$425.00 in rent each month and I find that as her rent has been paid in full, the notice to end tenancy dated June 4, 2013 must be set aside and of no force or effect. As a result, the tenancy will continue.

Conclusion

The notice to end tenancy is set aside.

The claim for a monetary order and an order compelling the landlord to comply with the Act as well as the claim for recovery of the filing fee will be heard on the date this hearing reconvenes.

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: July 09, 2013

---

Residential Tenancy Branch

