



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNE, OPE

### Introduction

This hearing was convened in response to an application by the Tenant and an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

The Tenant applied for:

1. An Order cancelling a Notice to End Tenancy – Section 48.

The Landlord applied for:

1. An Order of Possession - Section 55.

The Tenant and Landlord were each given full opportunity to be heard, to present evidence and to make submissions under oath.

### Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the Tenant entitled to a cancellation of the notice to end tenancy?

Is the Landlord entitled to an order of possession?

### Background and Evidence

The following are agreed facts: The tenancy started in February 2013. The Landlord gave the Tenant a one-month notice to end tenancy for cause (the “Notice”) on or before May 29, 2014. The Notice lists the following reason: Tenant’s rental unit/site is part of an employment arrangement that has ended and the unit/site is needed for a new employee.

The Landlord states that the Parties entered into an oral agreement for the rental of the unit with rent of \$350.00. The Landlord states that the agreement also included that the Tenant to perform the following tasks as part of the tenancy agreement: to keep garden tidy, to remove garbage and to drive the Landlord around.

The Landlord submits that the Tenant ceased these activities in May 2014. The Landlord states that no hours or value was assigned to the tasks and that the unit had not been rented prior to this tenancy. The Landlord states that she may rent the unit in the future but does not intend to rent the unit to another employee as the Landlord will be hiring persons independently to carry out the tasks she requires. The Landlord provided a copy of a letter from the Tenant and the Landlord argues that this letter indicates that the Tenant knew the agreement to rent the unit included the tasks.

The Tenant agrees that there was an oral agreement to pay rent of \$350.00 monthly on the first day of each month. The Tenant states that there was no agreement to provide any tasks.

### Analysis

Section 48 of the Act provides 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.

Based on the Landlord's evidence that the unit will not be provided to another employee, I find that the Notice is not valid. The Tenant is therefore entitled to a cancellation of the Notice. As the Notice is not valid, I dismiss the Landlord's application seeking an order of possession based on the Notice.

Conclusion

The Notice is cancelled and the tenancy continues. The Landlord's application 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: July 29, 2014

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Residential Tenancy Branch

