



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PACIFIC QUORUM PROPERTIES INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, O

Introduction

This matter dealt with an application by the Tenant to cancel a Notice to End Tenancy for cause and for other considerations.

The Tenant said he served the Landlord with the Application and Notice of Hearing (the “hearing package”) by personal delivery on March 11, 2015. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant’s hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

Issues(s) to be Decided

1. Is the Tenant entitled to an order to cancel the Notice to End Tenancy?
2. What other considerations are there?

Background and Evidence

This tenancy started on January 1, 2012 as a month to month tenancy. Rent is \$760.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$380.00 on January 1, 2012.

The Landlord said she served the Tenant with a 1 Month Notice to End Tenancy for Cause dated March 8, 2015 on March 8, 2015. The Landlord said the Tenant’s employment with the Landlord as a caretaker ended on December 15, 2014 and the tenancy was part of the employment agreement. The Landlord continued to say clause 12 in the Addendum of the Tenancy Agreement clearly states when the Tenants employment as caretaker ends so does the tenancy and the Tenant has to move out of the rental unit. The Landlord said the Tenant’s employment ended December 15, 2014 and the Tenant has not moved out of the rental unit so she issued the 1 Month Notice to End Tenancy. The Landlord said they are not requesting monetary compensation for the unpaid rent the Tenant owes for January, February, March and April, 2015, but the Landlord said she wants to end the tenancy on April 30, 2015 the effective vacancy date on the 1 Month Notice to End Tenancy dated March 8, 2015.

The Tenant said he went out of country for family reasons from the start of December, 2014 to February 18, 2015. During that time he hired a replacement caretaker and the Tenant said this was OK with the Landlord. The Tenant continued to say that while he was out of the country the Landlord emailed him that his employment was ended on December 15, 2014. The Tenant said he emailed the Landlord back and said they would talk about his employment when he returned.

The Tenant agreed that his employment with the Landlord ended on December 15, 2014 as that was the last time period he was paid by the Landlord. As well the Tenant said he has applied for Employment Insurance because he is unemployed.

The Tenant continued to say that the Notice should be cancelled because the employment agreement refers to rental unit 101 and his tenancy agreement refers to rental unit 208. The Tenant said he wants to continue the tenancy and he is willing to pay the rent if he can stay in the rental unit. The Tenant did not provide any evidence to support these claims.

The Landlord said clause 12 of the addendum and the tenancy agreement clearly states it is unit 208 and the rental unit is part of an employment agreement. The Landlord said the employment with the Tenant ended and the Landlord is requesting to end the tenancy basis on the Tenant's employment with the Landlord ending.

Analysis

Section 48 (1) of the Act says 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.

As both parties agree the employment of the Tenant with the Landlord as a caretaker ended on December 15, 2014 and clause 12 of the addendum of the tenancy agreement clearly states the Tenant must vacate the suite at the termination of the Tenant's employment with the Landlord. Consequently, I find the Tenant has not established grounds to prove the Notice to End Tenancy dated March 8, 2015 should be cancelled. I dismiss the Tenant's application on the grounds that he did not establish any basis for his claims and the Tenant did not provide evidence to support his claims.

The 1 Month Notice to End Tenancy for Cause dated March 8, 2015 is valid and in full effect.

Conclusion

The Tenant's application to cancel the Notice to End Tenancy is dismissed without leave to reapply.

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: April 15, 2015

Residential Tenancy Branch

