



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BROWN BROS HOLDINGS LTD.  
and [tenant name suppressed to protect privacy ]

## **DECISION**

Dispute codes OPE MNR FF CNC

### Introduction

This hearing was convened in response to cross-applications by the parties pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

Landlord:

- an order of possession based on End of Employment pursuant to section 55;
- a monetary order for unpaid rent pursuant to section 67;
- authorization to recover the filing fee for this application pursuant to section 72.

Tenant:

- cancellation of a 1 Month Notice to End Tenancy For End of Employment, pursuant to section 48.
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

The hearing was conducted by conference call. All named parties attended the hearing and were given a full opportunity to provide sworn testimony and present evidence. The parties confirmed service of the respective applications for dispute resolution, including the notice of hearing and evidence on file.

At the hearing, the landlord testified that the tenant had paid the outstanding rent subject to the application for a monetary order and therefore withdrew this claim.

### Issues

Should the landlord's 1 Month Notice to End Tenancy for End of Employment be cancelled? If not, is the landlord entitled to an order of possession?

Is the landlord entitled to recover the filing fee for this application from the tenant?

Is the tenant entitled to recover the filing fee for this application from the landlord?

### Background and Evidence

The parties entered into a Resident Manager Employment Agreement on July 2, 2015 which stipulated the terms of the employment agreement between the parties effective July 15, 2015. The tenant was employed as a Resident Manager and received a salary of \$39,787.92 per year. The agreement stipulates that the tenant will be provided a suite at a rate of \$895.00 per month which was to be deducted off his pay. This agreement superseded a previous employment agreement between the tenant and the previous agent for the landlord which originally began as of June 1, 1993. As the Resident Manager, the tenant previously occupied suite # 240 and effective March 30, 2009 relocated his office to unit #352.

The Employment Agreement stipulated that the tenant agrees to vacate the suite immediately on notice pursuant to section 48 of the Residential Tenancy Act (Landlord's Notice: End of Employment with the landlord).

Effective, February 27, 2017 the tenant's employment with the landlord was terminated. The tenant was provided with a severance package upon termination which was communicated to the tenant in writing on this same date. In this letter, it was stated to the tenant that he will be required to vacate the rental suite and the tenant was served with a 1 Month notice to End Tenancy as the landlord was intending to provide the rental unit to a new caretaker.

The tenant acknowledged service of the 1 Month Notice to End Tenancy.

The landlord submits that since the employment contract with the tenant has been terminated, the landlord requires the rental unit for use by the new caretaker. The landlord submits they do not have any other suite available that would accommodate the new caretaker.

The tenant is disputing the 1 Month Notice to End Tenancy but did not present any grounds for disputing the Notice other than he did not think it was fair for him to vacate the rental unit on such short notice as he has been a long-term employee of the landlord.

### Analysis

Pursuant to section 48(1) of the Act, 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.*

The facts of this case are not in dispute and it is agreed to by the parties that the rental unit was rented or provided to the tenant for the term of his employment which ended effective February 27, 2017. The landlord testified that they intend in good faith to rent or provide the rental unit to a new caretaker. The tenant did not present any argument or evidence to question the landlord's good faith intention to provide the rental unit to a new caretaker. Rather the tenant simply argued that the landlord was not being compassionate in ending the tenancy.

I find the landlord has satisfied all the requirements of section 48(1) of the Act in that the rental unit was provided to the tenant as the terms of his employment; the tenant's employment as a Resident Manager has ended; and, the landlord intends in good faith to provide the rental unit to a new caretaker or manager.

The tenant's application to cancel the 1 Month Notice is dismissed and the landlord is entitled to an Order of Possession pursuant to section 55 of the Act.

As the landlord was successful in this application, I find that the landlord is entitled to recover the \$100.00 filing fee paid for this application for a total monetary award of \$100.00.

As the tenant was not successful in this application, I find that the tenant is not entitled to recover the \$100.00 filing fee paid for this application from the landlord.

### Conclusion

I grant an Order of Possession to the landlord effective **two days after service of this Order** on the tenant. Should the tenant(s) fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.'

Pursuant to section 67 of the *Act*, I grant the landlord a Monetary Order in the amount of \$100.00. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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: March 31, 2017

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Residential Tenancy Branch