



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding AZIZAMALCO HOLDINGS CANADA LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR MNDC FF

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, received at the Residential Tenancy Branch on November 16, 2016 (the "Application"). The Landlord applied for the following relief pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for unpaid rent or utilities;
- an monetary order for money owed or compensation for damage or loss; and
- an order granting recovery of the filing fee.

The Landlord was represented at the hearing by C.T. and A.A., agents. The Tenant attended the hearing on his own behalf. All parties giving oral testimony provided a solemn affirmation.

On behalf of the Landlord, C.T. testified that the Landlord's Application package was served on the Tenant by registered mail on November 17, 2016. A Canada Post receipt was submitted with the Landlord's documentary evidence in support of service. The Tenant confirmed receipt. Pursuant to sections 89 and 90 of the *Act*, documents served in this manner are deemed to be received five days later. I find the Tenant is deemed to have received the Application package on November 22, 2016. The Tenant did not submit any documentary evidence in response to the Landlord's Application.

The parties were provided with the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary Issue – Jurisdiction

On behalf of the Landlord, C.T. confirmed the Landlord sought recovery of \$25,000.00 for rent from May 2011 to July 2016, although the actual amount of the Landlord's loss is closer to \$37,200.00, as outlined in the Landlord's Application. The excess was waived by the Landlord.

On behalf of the Landlord, C.T. testified that the Tenant was hired as the resident manager in 2007 but resigned from the position in 2016. A copy of the employment agreement, dated June 19, 2007, was included with the Landlord's documentary evidence. It addresses an initial probation period, outlines duties and responsibilities, sets out the number of hours of work, describes the salary and vacation entitlements, and other terms and conditions commonly found in employment contracts. It also stipulates that rent in the amount of \$250.00 per month would be deducted from the Tenant's paycheque.

After the Tenant ended his employment with the Landlord, it was discovered that the Tenant had been renting the unit, for which he paid reduced rent due to his position, to J.W. and Y.A. since May 15, 2011. A copy of the tenancy agreement, signed by the Tenant, was submitted with the Landlord's documentary evidence, as was a series of rent receipts, provided to the Landlord by J.W. and Y.A. The receipts acknowledge payments of rent in the amount of \$850.00 per month to the Tenant in cash.

In reply, the Tenant testified that the rental unit was provided to him as part of his employment, and that he rented the unit to J.W. and Y.A. with the knowledge of an agent of the former landlord.

The power and authority of the Residential Tenancy Branch (the "RTB") to decide disputes is conferred by the *Act*. The *Act* does not grant the ability to deal with employment issues. Based on the testimony and evidence before me, I find that this matter is substantially related to the former employment relationship between the Landlord and the Tenant, and that I do not have jurisdiction to consider the Landlord's claim. The Application is dismissed for lack of jurisdiction.

Conclusion

The claim is dismissed for lack of jurisdiction.

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: May 18, 2017

Residential Tenancy Branch