



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding MILA KGHM AJAX MINING INC  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to cancel a One Month Notice to End Tenancy for End of Employment (the “Notice”), issued on cause issued on January 23, 2018.

Both parties appeared, gave affirmed testimony, and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

In a case where a tenant has applied to cancel a notice for cause Residential Tenancy Branch Rules of Procedure require the landlord to provide their evidence submission first, as the landlord has the burden of proving sufficient evidence to terminate the tenancy for the reasons given on the notice.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

### Issue to be Decided

Should the Notice be cancelled?

### Background and Evidence

The parties agreed that the tenant employment ended with the landlord on January 24, 2018.

The parties agree that the Notice was served on the tenant indicating that the tenant is required to vacate the rental unit on February 28, 2018.

The reason stated in the notice to end tenancy was that the tenant has:

- Tenants rental unit is provided by the employer to the employee to occupy during the term of employment and employment has ended

Counsel for the landlord submits that the tenant was hired by the mining company in 2014, as an exploration technician and later transferred to a position of ranch hand, which is also owned by the tenant's employer.

C-W for the landlords testified the mining company owns that ranch. C-W stated that the tenant has been working for the mining company since 2014, and in 2015 the field program was no longer required and the tenant transferred to the ranch that is owned by the mining company as a ranch hand.

C-W for the landlords testified that they are 3 habitable houses on the ranch and they have always be used by employees of the company, such as the ranch hands or to temporarily accommodate visits visitor that attend the mining projects.

J-L for the landlords testified that houses on the ranch or for employees so they can care and maintain the cattle. J-L states that depending of the season the ranch hands can have a long working day, some days can exceed 20 hours. J-L stated it is a benefit for both parties if the ranch hands live on site.

J-L for the landlords testified that the ranch hand wages are not that high, but when they live on site are given rent fair below market rent.

The tenant testified that when they transferred to the ranch in 2015, they were never offered a housing package. The tenant stated that it was in July 2017, when they approached their employer and asked if they could reside in the vacant house that was on the ranch, as would be better for their employer and they would be close to their family. The tenant stated there was no verbal agreement that they would move out if their employment ended. The tenant stated that they would not have moved into the premises if they had known it was only available while they were employed.

### Analysis

Based on the above, the testimony, and evidence, and on a balance of probabilities, I find as follows:

After considering all of the written and oral submissions submitted at this hearing, I find that the landlord has provided sufficient evidence to support the reason stated in the Notice.

- Tenants rental unit is provided by the employer to the employee to occupy during the term of employment and employment has ended

In this matter, the mining company hired the tenant in 2014. In 2015 the tenant's employer transferred the tenant to work as a ranch hand on the property owned by the mining company.

I accept the evidence of the C-W and J-L that the mining company has never rented the premises to anyone that was not an employee of the company; this has the "ring of truth". There are only three habitable houses on the cattle ranch and it would be only reasonable that they be used to house employees.

While I accept the tenant may have resided elsewhere for a large part of their employment, the tenant asked their employer if they could reside on company property. It was not advertised for rent to the public. I find it would be reasonable under the circumstances that the tenant knew this property was used to house employees of the ranch, visitors of the mining company or would sit vacant.

Since the tenant's employment as a ranch hand ended on January 24, 2018, I find the Notice issued on January 23, 2018, has been proven by the landlord is valid.

Therefore, I dismiss the tenant's application to cancel the Notice. I find the tenancy legally ended on February 28, 2018. I find the tenant is now overholding the premises.

Section 55(1) of the Act states: Order of possession for the landlord

55 (1) If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant an order of possession of the rental unit to the landlord if, at the time scheduled for the hearing,  
(a) the landlord makes an oral request for an order of possession, and

(b) the director dismisses the tenant's application or upholds the landlord's notice.

I find that the landlord is entitled to an order of possession, pursuant to section 55 of the Act, effective **two days** after service on the tenant. This order may be filed in the Supreme Court and enforced as an order of that Court. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant

### Conclusion

The tenant's application to cancel the Notice is dismissed. The landlord is granted an order of possession.

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 1, 2018

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Residential Tenancy Branch