



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Duncan Motel (1987) Ltd. and [tenant  
name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPE, MNRL, FFL

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an Order of Possession for end of employment, pursuant to sections 47 and 55;
- a Monetary Order for unpaid rent, pursuant to sections 26 and 67; and
- authorization to recover the filing fee from the tenants, pursuant to section 72.

The tenants did not attend this hearing, although I left the teleconference hearing connection open until 11:10 a.m. in order to enable the tenants to call into this teleconference hearing scheduled for 11:00 a.m. Counsel for the landlord ("counsel") attended the hearing and was given a full opportunity to be heard, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that counsel and I were the only ones who had called into this teleconference.

Counsel submitted that the tenants were individually served with the landlord's application for dispute resolution via registered mail on August 12, 2020. Canada Post receipts evidencing same were entered into evidence. The Canada Post website confirmed that the above packages were received on August 13, 2020. I find that the tenants were served in accordance with section 89 of the *Act*.

Counsel submitted that the tenants vacated the subject rental property on or around August 17, 2020 and withdrew the landlord's application for an Order of Possession.

### Issues to be Decided

1. Is the landlord entitled to a Monetary Order for unpaid rent, pursuant to sections 26 and 67 of the *Act*?
2. Is the landlord entitled to recover the filing fee from the tenants, pursuant to section 72 of the *Act*?

### Background and Evidence

While I have turned my mind to the documentary evidence and the submissions presented by counsel, not all details of counsel's submissions and arguments are reproduced here. The relevant and important aspects of the landlord's claims and my findings are set out below.

Counsel submitted that the tenants and the landlord entered into a Management Agreement in which the tenants were to occupy the subject rental property as part of their compensation for managing the business in question. The Management Agreement was entered into evidence and was signed by the tenants and an agent of the landlord. The Management Agreement is dated October 1, 2019.

Section 17 of the Management Agreement states:

The term of the Employment Contract is for the period from October 1, 2019 up to and including March 31, 2020 upon which date the contract will wholly expire if not terminated prior thereto. In the event of the termination of the Managers' employment for any reason, the Managers will be required to vacate the Managers' residential premises in accordance with section 48 of the *Residential Tenancy Act* of British Columbia.

Section 19 of the Management Agreement states:

In the event of the Managers' employment is terminated in any of the grounds set out in paragraph 10, 11, 12, or 14, or if the Managers over holds beyond the term of this Employment Contract, the Managers agrees to pay to the Owner rent for the accommodation in the sum of \$2,000.00 per month, including utilities, or on a pro-rated basis for a portion of a month as the case may be. [Emphasis added]

Counsel submitted that the landlord terminated the tenants' contract in a letter dated March 27, 2020, effective March 31, 2020. The letter was entered into evidence and states that the contract was terminated due to theft.

Counsel submitted that the tenants refused to move out or pay rent from April 2020 to on or around August 17, 2020.

Counsel submitted that the landlord is seeking \$2,000.00 per month in rent for the months of April to August 2020, in the amount of \$10,000.00, as per section 19 of the Management Agreement.

### Analysis

Based on the submissions of counsel and the evidence provided by counsel, I find that the tenants' employment contract ended on March 31, 2020 and the tenants did not vacate the subject rental property in accordance with section 17 of the Management Agreement. Pursuant to section 19 of the Management Agreement, I find that the tenants were required to pay rent in the amount of \$2,000.00 per month from April to July, 2020 for a total of \$8,000.00. I find that the tenants were required to pay a pro-rated amount of rent for August 1-17, 2020, in the amount of \$1,096.84.

As the landlord was successful in this application for dispute resolution, I find that it is entitled to recover the \$100.00 filing fee from the tenants, pursuant to section 72 of the *Act*.

### Conclusion

I issue a Monetary Order to the landlord in the amount of \$9,196.84.

The landlord is provided with this Order in the above terms and the tenants must be served with this Order as soon as possible. Should the tenants 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: September 11, 2020

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Residential Tenancy Branch