



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNE, FFT

### Introduction

The Tenant filed an Application for Dispute Resolution on December 9, 2021 to dispute the One-Month Notice to End Tenancy for end of employment (the “One-Month Notice”). The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on March 25, 2022.

The Landlord attended the hearing, the Tenant did not. In the conference call hearing I explained the process and offered the Landlord the opportunity to ask questions. I provided the Landlord the opportunity to present oral testimony and make oral submissions during the hearing. They received notice of this hearing from the Tenant via registered mail. They provided their prepared documentary evidence to the Tenant by affixing it to the rental unit door on March 12, 2022.

### Issues to be Decided

Is the Tenant entitled to an order that the landlord cancel or withdraw the One-Month Notice?

If the Tenant is unsuccessful in seeking to cancel the One-Month Notice, Is the Landlord entitled to an order of possession pursuant to s. 55(4) of the *Act*?

### Background and Evidence

In the hearing, the Landlord presented the basic terms of the tenancy agreement from their perspective. The rent at the time of the hearing was \$468. The agreement as

between a caretaker-landlord was in place as of December 1, 1988, as shown in the Landlord's evidence.

The Landlord issued the One-Month Notice on November 26, 2021. They served it to the Tenant by attaching a copy to the door of the rental unit, and leaving a copy in the designated mailbox for the Tenant. The basis for the One-Month Notice was the Tenant giving notice on October 28, 2021 that they were ending their position as caretaker effective November 10, 2021. The Landlord advised in a separate communication to the Tenant that, because of the end of employment, they would have to vacate the rental unit by January 10, 2022. This is the same effective end-of-tenancy date as provided on the One-Month Notice.

In the hearing, the Landlord described that the rental unit has always belonged to that of the resident caretaker for the building. They emphasized their intention in issuing the One-Month Notice was in good faith, and there is no other unit available for a caretaker in the building. As of the date of the hearing, a temporary caretaker has been fulfilling those duties in the interim.

The Tenant did not attend the hearing to challenge this evidence in the record.

### Analysis

The *Act* s. 48(1) of the *Act* states that a landlord may end a tenancy where the unit was rented to the Tenant for the term of employment, that employment has ended, and the landlord intends in good faith to rent the unit to a new caretaker.

I am satisfied from the evidence and the Landlord's own testimony that when they issued the One-Month Notice they had a valid reason for doing so. I am satisfied the Landlord issued the One-Month Notice on November 26, 2021, and the Tenant received it as served. This finding is supported by the fact that the Tenant applied to dispute the One-Month Notice on December 9, 2021.

Because I find the One-Month Notice was valid as issued, I dismiss the Tenant's Application to cancel the One-Month Notice. The tenancy will end.

Under s. 55 of the *Act*, when a tenant's application to cancel a Notice to end tenancy is dismissed and I am satisfied the One-Month Notice complies with the requirements

under s. 52 regarding form and content, I must grant the landlord an order of possession.

I find that the One-Month Notice complies with the requirements of form and content; therefore, the Landlord is entitled to an order of possession.

### Conclusion

Because the Tenant did not attend to present their Application, I dismiss their Application for a cancellation of the One-Month Notice, without leave to reapply. For this reason, they are not eligible for the return of the filing fee.

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

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: March 25, 2022

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Residential Tenancy Branch