



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 0974971 BC LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPE, MNRL, FFL

### Introduction

Pursuant to section 58 of the *Residential Tenancy Act* (the Act), I was designated to hear an application regarding a residential tenancy dispute. On April 7, 2022, the landlord applied for:

- an order of possession for the rental unit, having issued a One Month Notice to End Tenancy for Cause or End of Employment, dated February 15, (the One Month Notice); and
- the filing fee.

On May 30, 2022, the landlord amended their claim to apply for:

- a monetary order for unpaid rent, in the amount of \$5,000.00.

On July 14, 2022, the landlord amended their claim to:

- increase the amount of the monetary order for unpaid rent, from \$5,000.00 to \$10,000.00.

Those in attendance were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses; they were made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings.

The tenant confirmed she received the landlord's Notice of Dispute Resolution Proceeding (NDRP), amendments, and evidence.

As the tenant confirmed the landlord served her with the amendments, I amend the landlord's application to include the May claim and the July increase, pursuant to section 64(3)(c).

The tenant confirmed she did not serve or submit responsive evidence.

### Issues to be Decided

- 1) Is the landlord entitled to an order of possession?
- 2) Is the landlord entitled to a monetary order for unpaid rent?
- 3) Is the landlord entitled to the filing fee?

### Background and Evidence

While I have considered the documentary evidence and the testimony of the parties, not all details of their submissions and arguments are reproduced here. The relevant and important aspects of the parties' claims and my findings are set out below.

The parties agreed that the tenancy began on November 19, 2021, that the tenant's rent was paid as part of her salary, and that the tenant did not pay a security deposit of pet damage deposit. The landlord testified that rent was \$2,450.00; the tenant testified she had thought rent was \$2,550.00, but deferred to the landlord.

The landlord testified they served the One Month Notice on the tenant on February 15, 2022, in person, and the tenant confirmed receiving the Notice as described.

The One Month Notice is signed and dated by the landlord, gives the address of the rental unit, states an effective date, states the grounds for ending the tenancy, and is in the approved form.

The reasons indicated on the One Month Notice are:

- the tenant's rental unit/site is provided by the employer to the employee to occupy during the term of employment and employment has ended; and
- the tenant's rental unit/site is part of the tenant's employment as a caretaker, manager, or superintendent of the property, the tenant's employment has ended and the landlord intends to rent or provide the rental unit/site to a new caretaker, manager, or superintendent.

The tenant testified she did not apply to dispute the One Month Notice.

The landlord testified the tenant's employment was terminated on February 15, 2022, and that she was given until March 31, 2022 to vacate the rental unit, but had not moved out or paid rent. A copy of the termination letter, dated February 15, 2022, is submitted in support. The landlord testified that the unit is needed for new staff.

The landlord testified the tenant owed rent of \$2,500.00 a month for April, May, June, and July 2022, for a total of \$10,000.00. A Monetary Order Worksheet and Tenant Ledger are submitted in support. For the beginning of the tenancy, the ledger notes rent

in the amount of \$2,450.00; the landlord testified that was an error, that rent is \$2,500.00 a month, and that the amount was corrected. This correction can be seen on the ledger, along with the rent for subsequent months indicated as \$2,500.00.

The tenant testified that she had intended to move out, and has advocates assisting her, but that it has been difficult, particularly as her two children are ill, and she is very concerned about having to uproot them again. The tenant testified she had been surprised by the termination of her employment. The tenant testified she has found a new place to live, but that she does not get the key until September 2022.

The tenant testified that she was not told that after March 31, 2022 she would need to pay monthly rent in the amount of \$2,500.00; the landlord testified this was documented in the employment agreement signed by the tenant. The tenant testified she recalled signing an agreement, but “did not know how it worked,” and stated that “I can’t say I read that.”

### Analysis

Section 48(5) of the Act provides that upon receipt of a notice to end tenancy for end of employment, the tenant may, within 10 days, dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch.

Based on the testimony of the parties, I find that the One Month Notice was served on the tenant in person on February 15, 2022, in accordance with section 88 of the Act.

I find that the tenant has failed to file an application for dispute resolution within 10 days of February 15, 2022, the timeline granted under section 48(5) of the Act. Accordingly, I find that the tenant is conclusively presumed under section 48(6) of the Act to have accepted that the tenancy ended on the effective date of the One Month Notice: March 31, 2022.

I find that the landlord’s One Month Notice meets the form and content requirements of section 52 of the Act as it is signed and dated by the landlord, gives the address of the rental unit, states an effective date of the notice, states the reasons for ending the tenancy, and is in the approved form.

I accept the landlord’s undisputed, affirmed testimony and presented evidence that the rental unit was to be used by the tenant during her employment, and that the tenant’s employment was terminated on February 15, 2022.

Therefore, in accordance with section 55 of the Act, I find that the landlord is entitled to an order of possession.

As the tenant still resides in the rental unit, I order that in accordance with section 68(2)(a) of the Act, the tenancy ended on the date of the hearing, August 4, 2022.

I accept the landlord's affirmed undisputed testimony that the signed employment agreement required the tenant to pay rent in the amount of \$2,500.00 a month following her termination, and that the tenant did not pay rent for April, May, June, or July 2022, for a total amount owing of \$10,000.00. The landlord did not indicate they were seeking rent for August 2022.

Section 72 of the Act gives me the authority to order the repayment of a fee for an application for dispute resolution. As the landlord is successful in their application, I order the tenant to pay the \$100.00 filing fee the landlord paid to apply for dispute resolution.

I find the landlord is entitled to a monetary order for \$10,100.00, comprised of \$10,000.00 in unpaid rent, and \$100.00 for the filing fee.

### Conclusion

The landlord's application is granted.

The landlord is granted an order of possession which will be effective two days after it is served on the tenant.

The landlord is granted a monetary order in the amount of \$10,100.00.

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: August 04, 2022

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Residential Tenancy Branch