



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

### **Dispute Codes**

Landlord's application: OPE FFL  
Tenant's application: CNC FFT

### **Introduction**

This dispute relates to an Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act) for the following:

1. Cancel a 1 Month Notice to End Tenancy for End of Employment dated December 28, 2022 (1 Month Notice),
2. Filing fee of \$100 for the tenant,
3. Order of possession based on 1 Month Notice,
4. Filing fee of \$100 for the landlord.

The parties attended the teleconference hearing. The hearing process was explained to the parties and an opportunity was given to ask questions. The parties gave affirmed testimony. Words utilizing the singular shall also include the plural and vice versa where the context requires.

### **Preliminary and Procedural Matters**

The rental unit address was corrected in both applications pursuant to section 64(3)(c) of the Act.

The email addresses of the parties were confirmed. The decision will be sent by email to both parties.

## Issues to be Decided

- Should the 1 Month Notice to End Tenancy for Cause be cancelled?
- Is either party entitled to the filing fee?

## Background and Evidence

The 1 Month Notice relates to end of employed and was submitted in evidence. The 1 Month Notice is dated December 28, 2022. The tenant indicates that they received the 1 Month Notice on December 28, 2022 attached to their door. The tenants disputed the 1 Month Notice on December 30, 2022.

The landlord listed the following cause on the 1 Month Notice:

- ☒ Tenant's rental unit/site is provided by the employer to the employee to occupy during the term of employment and employment has ended.

The Details of Dispute section of the 1 Month Notice states:

**Details of Cause(s): Describe what, where and who caused the issue and include dates/times, names etc. This information is required. An arbitrator may cancel the notice if details are not provided.**

**Details of the Event(s):**

EMPLOYEE was living in a different house on the property prior to 2021, rented to him at \$400/ month as a single tenant. At some point, he moved his girlfriend and family in without seeking permission. When the EMPLOYER learned that this occurred, we allowed it, but EMPLOYEE was reminded that any occupancy is for him alone, and attached to his employment as a benefit. In 2021 The EMPLOYEE asked another employee who was occupying "Bill's" house if they could swap homes. The other employee agreed, and they asked the EMPLOYER if this was okay. We agreed. August- 2022 - EMPLOYEE was informed that he would need to move out as the home was going to be used for other employees in May. The EMPLOYER would assist in either, 1. helping with a mortgage (since withdrawn), 2. provide space on the Company property (including installing septic, hydro at our expense) for a mobile home or RV's, (since withdrawn), 3. help find rental properties in Campbell River or on Quadra, continue to provide rental subsidies as long as he remained an employee and performed required duties, provide trucks and labour to move in order to maintain the taxable benefit attached to his employment. EMPLOYER has found numerous suitable properties for the EMPLOYEE to use, with the added benefit that if his employment ended, he would not have to vacate those rentals. EMPLOYEE has not been co-operative. Their partner posted numerous defamatory statements about this situation on facebook. The EMPLOYEE told the EMPLOYER in October that they would only work 4 days a week from now on "to pack up the house" and would no longer supervise crews, and that he is moving to Alberta. In November, the EMPLOYER and EMPLOYEE met at a restaurant in Campbell River, where the EMPLOYEE informed the EMPLOYER they had changed their mind; would like to stay an employee, resume duties, and get assistance moving, preferably on Quadra. The EMPLOYER has found suitable rentals on Quadra. The EMPLOYEE was not communicating or would view the properties. On Dec 15, 2022 the EMPLOYER gave the EMPLOYEE six weeks written notice (in accordance with the Employment Standards Act of BC) that their employment would be conditionally terminated on February 1, 2022. The EMPLOYER found another property for the EMPLOYEE to view. The EMPLOYEE stopped going to work, stopped communicating, and would not go and view the property. The EMPLOYEE has continued to not perform their duties or be available for work according to the expectations of their role with the company, nor will co-operate with the EMPLOYER to assist him in finding suitable accommodations, nor will communicate in a reasonable manner to find resolution. The EMPLOYER has no option but to terminate employment according to the working notice provided, and the EMPLOYEE will no longer be employed as of February 1, 2022.

The landlord confirmed that February 1, 2022 contained a typo and should have read "2023". As such, the parties were advised that 1 Month Notice was issued prematurely, which I will address in further detail below.

## Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, I find the following.

When a tenant disputes a 1 Month Notice on time, which the tenant did in this matter as they filed on December 30, 2022 after receiving it 2 days prior, the onus of proof reverts to the landlord to prove that the 1 Month Notice is valid and should be upheld. If the landlord fails to prove the 1Month Notice is valid, the 1 Month Notice will be cancelled.

The caused listed states as follows:

☒ Tenant's rental unit/site is provided by the employer to the employee to occupy during the term of employment and employment has ended.

I find the cause listed indicates that employment has “ended” which is in the past not the future. In the matter before me, I find the 1 Month Notice was issued prematurely as the notice was issued before the February 1, 2023 end of employment date. Therefore, I find it is not necessary to consider any other details related to the 1 Month Notice as it was issued prematurely before employment ended.

Given the above, I dismiss the landlord’s application in full without leave to reapply. The 1 Month Notice is cancelled and is of no force or effect.

The landlord is at liberty to issue a new 1 Month Notice that is not premature in terms of end of employment.

I make the following order pursuant to section 62(3) of the Act:

**I ORDER** that the tenancy continues until ended in accordance with the Act.

As the tenants’ application was successful, I grant the tenant a one-time rent reduction of **\$100** from a future month of rent in full satisfaction of the recovery of the filing fee pursuant to sections 62(3) and 72 of the Act.

### Conclusion

The tenant’s application is successful.

The landlord’s application is dismissed.

The 1 Month Notice has been cancelled as it was issued premature before employment ended.

The tenancy shall continue until ended in accordance with the Act.

The tenant has been granted a one-time rent reduction of \$100 from a future month of rent in full satisfaction of the recovery of the filing fee pursuant to sections 62(3) and 72 of the Act.

This decision will be emailed to both parties as indicated above.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 1, 2023

---

Residential Tenancy Branch