



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing and Social Development

## DECISION

Dispute Codes CNC, RP, FF

### Introduction

This matter dealt with an application by the tenant to cancel a Notice to End Tenancy for end of employment with the landlord, for an Order for the landlord to make repairs to the rental property and to recover the filing fee for this application.

Service of the hearing documents was done in accordance with s. 89 of the *Act*. The landlord confirmed he had received them.

Both parties appeared, gave their testimony, were provided the opportunity to present evidence and make submissions. On the basis of the solemnly affirmed evidence presented at the hearing, a decision has been reached:

### Issues(s) to be Decided

- Has the tenant provided sufficient evidence that the Notice to End Tenancy can be cancelled?
- Is the tenant entitled to an order for the Landlord to repair the rental unit?
- Is the tenant entitled to recover filing fees from the landlord for the cost of the application?

### Background and Evidence

This tenancy started on August 01, 1994. Rent is \$480.00 per month due on the first of each month. The tenant paid a security deposit of \$200.00 on or around August 01, 1994.

On June 27, 2009 the tenant received a One Months Notice to End Tenancy for End of Employment with the landlord to take effect on July 31, 2009. The tenant is disputing this Notice as he claims he was not employed by the landlord but did however work part time with him to help out around the orchard. For this work the landlord reduced the tenants rent accordingly. The tenant states that he has not done any work for the landlord for one year as he now has a full time job. The tenant claims that the landlord has never needed the house for farm workers before and there is another house on the property that the landlord can use for workers.

The landlord agrees that the tenant did do part time work for him in lieu of rent and this arrangement came to an end when the tenant got a full time job. The landlord claims that he has not had a cherry crop for eight years. However, this year he has a full crop and this crop will now be ongoing along with other fruit crops each year. Therefore, the landlord claims he needs the rental house to accommodate the farm workers that he needs to pick the fruit. The landlord is aware that the fruit season will be ending in October but requests an Order of Possession so the house can be inspected by the Fruit Growers Association to determine how many farm workers it will accommodate.

The tenant states that in previous years the farm workers have lived in tents, trailers and made use of outhouses and another house on the property. The tenant feels that the landlord does not need to utilize this rental property for the farm workers this year.

The landlord states that he does need the property as this is his first large crop in eight years and he will need to employ around 50 workers to pick the fruit. As the tenant is no longer working for the landlord he will need the additional accommodation. The landlord is willing to extend the time on the Notice to help the tenant find alternative rental accommodation until the middle of September.

## Analysis

The Residential Tenancy Act section 48 states that a landlord may end the tenancy of an employee in respect of a rental unit rented or provided by the employer to the employee to occupy during the term of employment. The terms of the arrangement between the tenant and the landlord is vague but it does appear through the testimony given at today's hearing that the tenant did work part time for the landlord over the years of his tenancy and accepted payment for this work in the form of a rent reduction. It is unclear however if the rental unit formed part of the arrangement for employment.

The landlord has stated that he needs the rental unit to accommodate farm workers for his crops for this season and ongoing years and therefore requires the tenancy to end. The landlord testifies that he operates a working farm and as the tenant no longer does any work on the farm the employment arrangement between them has ended.



# Dispute Resolution Services

Page: 3

Residential Tenancy Branch  
Ministry of Housing and Social Development

The tenant has not provided sufficient evidence to allow me to cancel the landlords Notice to End Tenancy. The terms of the original tenancy agreement are unclear whether the tenant rented the property for living accommodation only or as part of an employment arrangement. By the tenants own admission he has worked for the landlord on the farm over the length of his tenancy until June 18, 2008 and after this date his employment with the landlord ceased. Therefore, pursuant to section 48 of the *Act*, I uphold the landlords One Month Notice and grant an Order of Possession.

The tenant has requested an Order for the landlord to repair the rental property. As the tenant has not been successful in his application this section of his application is dismissed without leave to reapply. As the tenant has not been successful with his application he is not entitled to recover the filing costs from the landlord.

## Conclusion

The Tenant's application is dismissed. The One Month Notice to End Tenancy for end of employment with the landlord will remain in force and effect.

I HEREBY ISSUE an Order of Possession in favour of the landlord effective on September 19, 2009. This order must be served on the tenant

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: July 16, 2009.

---

Dispute Resolution Officer