

DECISION

Dispute Codes MNDC, OLC, ERP, RP, PSF, RPP, LRE, OPT, AAT, LAT, FF

Introduction

This is an application by the Tenant for a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement. The Tenant is also seeking the Landlord's action to comply with the Act, regulation or tenancy agreement, make emergency repairs for health or safety reasons, make repairs to the unit, site or property, provide services or facilities required by law, return the Tenant's personal property, suspend or set conditions on the Landlord's right to enter the rental unit, obtain an order of possession of the rental unit or site, allow access to (or from) the unit or site for the Tenant or the Tenant's guests, authorize a Tenant to change the locks to the rental unit and the recovery of the filing fee.

Both parties attended by conference call and gave affirmed testimony.

The Landlord has presented evidence that the Tenants were the subject of an illegal sublet.

Issues(s) to be Decided

Is there a Tenancy Agreement between the Tenant and the Landlord?

Background and Evidence

The Tenant states that there was a verbal agreement of a Tenancy offered by the Landlord, I.D. and S.T. The Landlord disputes this and states that the person named I.D. was a live-in caretaker of the Landlord and not an Agent or a Tenant of the Landlord. The evidence provided by the Tenant states that a \$550.00 sum was paid to I.D. and L. S. (female friend of I.D.) The Landlord states that I.D. and L.S. were not Agents or Tenants of the Landlord and that they had no authority to rent or sublet the residence. The Tenant cannot provide any evidence of Tenancy other than to state that

a verbal Tenancy was initiated by the Landlord, S.T. The Landlord disputes this by saying that as soon as he discovered the Tenants in residence on September 20, 2010 that he immediately requested all occupants to vacate as soon as possible. The Tenants were advised that they had no legal right to occupy the home and they must all leave by September 30, 2010. The Tenants assumed that since they were in negotiation with the Landlord for a move out date and compensation that this was an acceptance of tenancy.

Analysis

Based upon the evidence provided, I am satisfied that the Landlord has proven that the persons I.D. and L.S. fraudulently misrepresented themselves. The Landlord has proven that these persons were not Agents or Tenants and had no authority or rights to sublet the residence. As such I dismiss the application by the Tenant.

Conclusion

The Tenant's application is dismissed.

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: November 10, 2010.

Dispute Resolution Officer