



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FF

Introduction

This hearing was scheduled to hear a tenant's application to cancel a 1 Month Notice to End Tenancy for Cause. The landlord appeared at the hearing; however, the applicant did not appear despite leaving the telephone line open approximately 25 minutes. The landlord orally requested that possession of the rental unit be returned to him.

Upon review of the Notice to End Tenancy I found it necessary to determine whether this application should be accepted. The Notice to End Tenancy identifies the applicant as an "occupant" and two other persons are identified "as guarantors".

The landlord submitted that the applicant occupies the rental unit which makes him the tenant. The landlord had supplied copies of the tenancy agreement and addendum. Upon review of these documents I noted that the "guarantors" signed the written tenancy agreement in the space provided for tenant signatures but the applicant's signature was not required or provided on the tenancy agreement. I also noted that on the addendum the applicant is identified as an "occupant".

Occupants do not have rights or obligations under a tenancy agreement unless they are a tenant. Occupying a rental unit does not in itself create a tenancy. Based upon the evidence before me, I am not satisfied the applicant is a tenant under a tenancy agreement. As my authority to resolve disputes is limited to disputes involving landlords and tenants, I refuse to accept this application.

Conclusion

I have found that the applicant is not a tenant under a tenancy agreement and this application has been refused.

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 15, 2011.

Residential Tenancy Branch