



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FF

Introduction

This matter dealt with an application by the Tenant to cancel a Notice to End Tenancy and to recover the filing fee for this proceeding.

The Tenant said he served the Landlord with the Application and Notice of Hearing (the "hearing package") by registered mail on August 24, 2012. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant's hearing package as required by s. 89 of the Act and the hearing proceeded with all parties in attendance.

During the start of the conference call the Tenant said there was no tenancy agreement with him and he had not signed any agreements with the Landlord. The Tenant continued to say he was living in the house and sharing the rent with six other occupants. The Tenant said he paid his rent to one of the other occupants in the house.

The Landlord said he did not have a tenancy agreement with the Applicant, but there was a tenancy agreement with one of the other occupants in the rental unit. The Landlord said he did not name the occupant who is his tenant on the 1 Month Notice to End Tenancy for Cause dated August 3, 2012.

As there is no tenancy agreement between these parties I find that the Landlord's 1 Month Notice to End Tenancy for Cause dated August 3, 2012 is not valid and I order that the Notice be cancelled immediately.

As the Applicant/ Occupant is not a Tenant I have no jurisdiction to rule on the Applicants monetary claim for the \$50.00 filing fee. The Applicant must bear the cost of the filing fee of \$50.00 that he has already paid.

Conclusion

I order the 1 Month Notice to End Tenancy for Cause dated August 3, 2012 to be cancelled.

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*.

Residential Tenancy Branch