



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC CNR

### Introduction

This hearing dealt with an application by the tenant for dispute resolution under the *Residential Tenancy Act* (the “Act”) to cancel a Notice to End Tenancy for Unpaid Rent or Utilities and Cause.

The tenant appeared at the teleconference hearing and gave affirmed testimony. During the hearing the tenant was given the opportunity to provide their evidence orally. A summary of the testimony is provided below and includes only that which is relevant to the hearing.

As the respondent did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the “Notice of Hearing”) was considered. The tenant provided affirmed testimony that the Notice of Hearing was served on the respondent in person on October 13, 2012. The tenant testified that he had a witness with him named M.G. when he served the respondent at approximately 1:00 p.m. Based on the undisputed testimony of the tenant, I find the respondent was duly served on October 13, 2012 in accordance with the *Act*.

### Background and Evidence

The tenant entered into a verbal tenancy agreement with his former landlord on October 1, 2010. Monthly rent in the amount of \$475.00 is due on the first day of each month. A security deposit of \$200.00 and a pet damage deposit of \$200.00 were paid by the tenant at the start of the tenancy.

The tenant stated that his former landlord passed away approximately five months ago. His next-door neighbour, who is also the daughter of his former landlord, served the tenant with Notices to End Tenancy for Unpaid Rent and for Cause (the “Notices”). The tenant disputed the Notices and alleges that the respondent, who issued the Notices, is not the landlord or an agent for the landlord.

The tenant read from a letter sent to him by Executor Mr. V, in which Mr. V. writes that due to the passing of his former landlord, the tenant should be paying his rent to Mr. V, until such time that other arrangements are made. The tenant testified that Mr. V advised him that the respondent has not been assigned as an agent for the landlord, and as a result, has no rights as a landlord. Mr. V also confirmed to the tenant that the estate of the landlord remains in probate at this time.

### Analysis

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

**I find** the Notices to End Tenancy were served by a person who is not the landlord or an agent for the landlord. Therefore, **I find** that the Notices to End Tenancy are invalid and have no force or effect. **I order** the tenancy to continue until ended in accordance with the *Act*.

### Conclusion

I find the Notices are invalid and have no force or effect. I order the tenancy to continue until ended in accordance with the *Act*.

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: November 13, 2012

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Residential Tenancy Branch