



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT, CNC, O, FF

Introduction

This hearing dealt with an Application for Dispute Resolution seeking more time to apply to cancel a notice to end tenancy and to cancel a notice to end tenancy.

The hearing was conducted via teleconference and was attended by the applicant and the respondent.

Prior to the hearing the applicant's written submissions stated that the respondent, who issued a notice to end tenancy to the applicant, was in fact his roommate and not his landlord. The applicant submits that he had originally rented the entire residential property 14 years ago; that the respondent moved into the residential property 10 years ago; that the two were in a relationship but when it ended they continued to live in the residential property as roommates.

The respondent also provided a written submission where she indicates that after she issued the notice to end tenancy she sought counsel and now agrees that she is not the landlord and had no authority to issue the notice to end tenancy. The respondent submits that she withdraws the notice to end tenancy.

In both of their written submissions the parties indicate that the respondent has signed a tenancy agreement with the landlord for the entire rental property in just the respondent's name.

While that matter is not before me in this Application I caution the parties that as the actual landlord had an ongoing tenancy agreement with either the applicant, based on his originally verbal tenancy agreement or both the applicant and respondent based on previous verbal agreements and because the applicant's tenancy with the actual landlord has never ended the landlord cannot enter into another tenancy agreement with only the respondent, unless agreed to by the applicant.

Issue(s) to be Decided

The issues to be decided are whether the applicant is entitled to more time to apply to cancel a notice to end tenancy; to cancel a 1 Month Notice to End Tenancy for Cause;

and to recover the filing fee from the respondent for the cost of the Application for Dispute Resolution, pursuant to Sections 47, 66, 67, and 72 of the *Residential Tenancy Act (Act)*.

Conclusion

As per the submissions noted above, I find there is no tenancy between these two parties and as a result I decline jurisdiction on the matters above. I dismiss the applicant's Application in its entirety.

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: October 31, 2013

Residential Tenancy Branch

