



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Widsten Property Management
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, MNSD, RPP, FF, MND, MNR

Introduction

This decision deals with two applications for dispute resolution, one brought by the tenant(s), and one brought by the landlord(s). Both files were heard together.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

The first issue I dealt with was a matter of jurisdiction.

Decision and reasons

The tenant's application was filed by the parties whose initials are E.P.H & D.M.M, however after reviewing the evidence and testimony of the parties it's my finding that the

above parties were only occupants of the rental unit, and were not on the tenancy agreement, the only tenants on the tenancy agreement are the parties whose initials are D.W & E.W..

E.P.H & D.M.M argued that the landlord accepted rent from them, and therefore they are tenants; however it's my finding that the actual tenant had allowed E.P.H & D.M.M to move into the rental unit and share the rent, however this does not make them tenants and they have no rights or obligations under the tenancy agreement.

No new tenancy agreement was ever signed nor was the original tenancy agreement ever amended to add the new occupants as tenants.

Therefore since there is no tenancy agreement between E.P.H & D.M.M. & the parties named as the landlord, I have no jurisdiction to hear this "tenant's application".

Further as no tenancy agreement exists between the parties, I have also removed D.M.M. from the landlords application, because as stated above D.M.M. has no obligations under the tenancy agreement as he was only an occupant.

The second issue I dealt with was the matter of service of documents.

Decision and reasons

It is my finding that actual tenants, D.W & E.W., have not been properly served with notice of today's hearing. The landlord testified that the documents were served to the address listed for tenants on the tenants application, however that was the address where the occupants E.P.H & D.M.M. live and is not the address for D.W & E.W..

I am therefore not willing to proceed with the landlord's application.

Conclusion

Tenant's application

As stated above there is no landlord tenant relationship between the applicant and respondent's and therefore I decline jurisdiction over this matter.

Landlords application

The landlord's application is dismissed with leave to reapply against D.W & E.W.

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: December 02, 2013

Residential Tenancy Branch

