



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNR, OPR, MNR, FF

Introduction

This was a cross-application hearing.

This hearing was held in response to the tenant's Application for Dispute Resolution in which the tenant has applied to cancel a 10 Day Notice to End Tenancy for Unpaid Rent.

The landlord applied requesting an Order of possession for unpaid rent, a monetary order for unpaid rent and to recover the filing fee cost.

At the start of the hearing I introduced myself. The landlord was affirmed. The tenant was not present.

The landlord testified that the hearing package was hand-delivered to the tenant on October 21, 2014, at the rental unit address. He was with his spouse. The landlord could not recall the time of day service took place.

Section 90 of the Act determines that personal delivery is completed on the date it is given. Therefore, I find that the tenant has been served with Notice of the landlord's application and hearing.

The landlord confirmed receipt of the tenant's application.

Preliminary Matters

The landlord confirmed that the respondent has vacated the rental unit.

Issues to be Decided

Is the landlord entitled to compensation in the sum of \$1,200.00 for unpaid rent?

Background and Evidence

The landlord said that he signed a tenancy agreement with his son. His son's partner, applied to cancel a 10 day Notice ending tenancy issued in her name on October 10, 2014.

The landlord said he submitted a copy of a tenancy agreement he signed with his son; that document was not before me. Rent was paid by his son. The landlord's son had

his partner sign a tenancy agreement; she paid rent to the landlord's son. A copy of this agreement was not before me.

The landlord confirmed that his son's partner did not pay rent to him.

Residential Tenancy Branch policy defines an occupant as:

Where a tenant allows a person who is not a tenant to move into the premises and share the rent, the new occupant has no rights or obligations under the tenancy agreement, unless all parties agree to enter into a tenancy agreement to include the new occupant as a tenant.

Therefore, as the respondent on the landlord's application lived in the rental unit and may have paid rent to the landlord's tenant as part of an agreement to supplement rent owed, I find that the respondent is an occupant.

Therefore, I decline jurisdiction.

The landlord is at liberty to name his son as a respondent on a future application.

The hearing concluded after thirteen minutes. The tenant applicant did not attend the hearing in support of her application. I decline jurisdiction on her application as I have found she is not a tenant, but an occupant.

Conclusion

Jurisdiction on both applications is declined.

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 28, 2014

Residential Tenancy Branch

