



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding TOM LEE PACIFIC REALTY & HOLDING LTD. AND PACIFIC REALTY
AND HOLDING LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNDC OLC LRE OPT RR PSF

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) That the landlord obey the provisions of the Act and provide information to the tenant so he can continue the tenancy;
- b) To obtain an Order of Possession for the tenant;
- c) To compensate the tenant if he is required to vacate; and
- d) To recover filing fees for this application.

Service:

The tenant /applicant gave evidence that they served the Application for Dispute Resolution and the landlord agreed they received it. I find the documents were legally served for the purposes of this hearing.

Issue(s) to be Decided:

Is there a tenancy agreement? If so, what are the terms and to what has the tenant proved entitlement?

Background and Evidence:

Both parties or agents attended the hearing and were given opportunity to be heard, to provide evidence and to make submissions. The tenant is claiming \$4,950 for what he claims was an illegal eviction. He described how he lived in a mobile unit on a property and a C.R. lived in the main house. He said he had a tenancy agreement but he can't find it. He said he paid rent to C.R. but C.R. said he was moving out and there would be another landlord. Then he said he paid rent to a J.L. who he thought was the landlord. He said it was in cash so there are no receipts. Then he saw a notice evicting C.R. He claims he is a tenant of the mobile, a separate dwelling and got no Notices but was evicted. He states he lost furniture, clothes and goods and he is on a pension. He can't understand what happened.

The landlord's agents who were involved in the eviction of the property gave sworn testimony that there was only one lawful tenant on the property who may have sublet to this person but without authority. The male agent said the tenancy agreement was for one physical address even if there was a mobile on it and the Order of Possession applied to the tenant and occupants of the property. He said they proceeded according to law and obtained an Order of Possession and a Monetary Order. He said he spoke to this tenant/occupant at the time of proceeding to enforce the writ of possession. He said the owners had no tenancy agreement with this occupant and never communicated with him or received any rent from him and in fact, all outstanding rent and costs are the responsibility of C.R. who was the lawful tenant. The owners had no knowledge of this occupant sending cash.

On the basis of the documentary and solemnly sworn evidence presented for the hearing, a decision has been reached.

Analysis:

I find that in a previous hearing on November 5, 2014, an Order of Possession and a Monetary Order was issued against C.R. who was the lawful tenant. I find this occupant was occupying a mobile on the same property without authority from the landlord.

I find the landlord proceeded in a lawful manner under the Act to obtain the necessary orders against C.R. and his agents enforced them according to the law. I find the landlord is not responsible to compensate this occupant for his losses in such a case. Although the tenant may have a case against C.R. in another forum, the Act does not provide for compensation to this occupant for a lawful eviction of C.R. and persons he allowed to occupy the property.

Conclusion:

I dismiss the application of the tenant/occupant in its entirety without leave to reapply.

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: January 08, 2015

