



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MNDC

Introduction

This was an application to cancel a Notice to End the Tenancy dated February 2015 with an effective date of March 31, 2015 as well as an application for a monetary order for compensation for harassment or breach of quiet enjoyment. Both applicant and respondent attended the application.

Issue(s) to be Decided

Does the applicant have standing and is she entitled to any relief?

Background and Evidence

The landlord testified that the month to month tenancy began on October 15, 2012 with rent currently at \$ 652.00. The landlord is holding a security deposit amounting to \$ 312.50 received on October 15, 2012.

The applicant DG is not a tenant but is listed as an occupant on the tenancy agreement. She appears as agent for the tenant MY in this application to cancel the notice and on her own behalf to seek compensation. During the course of the hearing DG admitted that she and MT were moving out of the unit and therefore the parties consented to an Order for Possession effective on March 31, 2015.

Analysis

Section 13 of the Residential Tenancy Policy Guidelines states

Occupants

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.

As the applicant DG is not a tenant but an occupant, she does not have a right to bring an application for compensation for breach of the covenant of quiet enjoyment in the form of harassment. Accordingly, I have dismissed that application. As the parties have consented to an Order for Possession effective March 31, 2015, I have dismissed the application to cancel the aforesaid Notice to End the Tenancy.

Conclusion

I have granted the landlord an Order for Possession effective March 31, 2015 at 1:00 PM. I have dismissed all of the applications herein. The parties are cautioned to deal with the security deposit in accordance with section 38 of the Act. There will not be any recovery of the filing fee.

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: March 16, 2015

Residential Tenancy Branch

