



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, FF

### Introduction and Preliminary Matter

This hearing convened as a result of a Landlord's Application for Dispute Resolution wherein the Applicant sought an Order of Possession for unpaid rent, a Monetary Order for rent owing, permission to retain the security deposit and recovery of the filing fee.

The Applicant and his Property Manager attended the hearing. The Respondent, J.W. also attended.

Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Introduced in evidence was a copy of the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities issued on April 9, 2015. Also introduced in evidence by the Applicant was a residential tenancy agreement which appears to have been written for another suite within the rental building. Handwritten on the "Address of place being rented to tenant(s)" is the address of the subject rental unit. The Applicant also submitted handwritten rental receipts for cash payments for both rental units.

The Respondent testified that she did not make an application to dispute the 10 Day Notice as she does not reside in the subject rental unit. She further testified that the residential tenancy agreement only applied to the rental unit in which she resided, which was *not* the subject rental unit. She stated that the residential tenancy agreement had

been altered by the property manager after she signed it to include the subject rental unit. Further, she submitted that the cash receipts written for the subject rental unit were fraudulently drafted as she had “nothing to do with the subject rental unit” and that all payments made to the Landlord were for the unit in which she resided.

The Landlord stated that he proceeded with the hearing simply to be sure that the Tenant had no claim to the subject rental unit.

I advised the parties during the hearing that as there appeared to be no tenancy with respect to the subject rental unit, that I was declining jurisdiction.

### Conclusion

While the Respondent was a tenant of the rental building, no tenancy existed with respect to the subject rental unit. Accordingly, I decline jurisdiction.

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: May 19, 2015

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Residential Tenancy Branch

