



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding JENC VENTURES INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OLC, O

Introduction

The tenant applies out of his concern that he will be responsible for rent for premises he vacated last December.

It is apparent from the tenancy agreement that the landlord is J.V. Inc. and that the respondent Ms. L.L. was its representative. At hearing the landlord J.V. Inc. was added as a respondent.

The respondent Mr. J.R. was served, according to the applicant tenant, by email, in accordance with a substituted service order he had obtained prior to this hearing. Mr. J.R. did not attend the hearing within 50 minutes of its scheduled start time nor did he file material.

The respondent Mr. C.H. was represented at hearing by his parents, Mr. and Mrs. H.

The respondent Mr. R.P did not attend the hearing. Mr. and Mrs. H. confirmed that he was aware of the proceeding.

Issue(s) to be Decided

The initial issue is whether or not the tenant has a claim that can be properly heard in this forum. If so then the issue is whether or not he remains responsible under a tenancy agreement signed with Mr. C.H. and Mr. R.P. as cotenants? A third possible issue is whether or not he can claim relief against Mr. J.R., a person who replaced him as an occupant in this rental unit.

Background and Evidence

The rental unit is a three bedroom condominium apartment.

The tenancy started in September 2015 for an eight month fixed term at a monthly rent of \$2450.00.

The tenants shown on the written tenancy agreement are the applicant Mr. A.G., the respondent Mr. C.H. and the respondent Mr. R.P.. They are all college age men and appear to have been attending school, thus the term of the tenancy was scheduled to end at the school year end.

The tenancy agreement calls for a security deposit of \$1225.00. Each of the three original tenants paid \$438.33 towards it.

For reasons not pertinent to this application, Mr. A. G. decided to move out in December. He advertised and located a replacement for himself. It was the respondent Mr. J.R..

The landlord, through its agent, provided a document for the tenant Mr. A.G. to complete and sign "passing on my lease share" to Mr. J.R. Ms. L.L. says it was a condition that Mr. A.G. obtain the consent of his two cotenants. She says Mr. A.G. confirmed he had their consent. Ms. L.L. says she later learned that he had not obtained their consent..

Mr. J.R. moved in but for reasons not pertinent to this hearing, left abruptly near the end of February.

Mr. A.G.'s cotenants have been paying the rent in full. They have not yet made a claim against him for contribution.

The landlord has been receiving the rent due under the tenancy agreement. The landlord has not made a claim against the tenant Mr. A.G..

The tenant has not paid any money towards rent since December.

Analysis

At this point in time the tenant has not had a claim made against him. He has not incurred any expense or loss that he might claim over against Mr. J.R. based on the argument that Mr. J.R. is a subtenant.

What Mr. A.G. seeks is really a declaration about his rights and obligations under the original tenancy agreement and the December 31 “passing on” document.

The *Residential Tenancy Act* does not contemplate the making of declaratory decisions. It requires that there be a “dispute.”

At this point there is no dispute between the tenant and the landlord. The tenant anticipates that there will be a dispute if the landlord seeks to recover rent or the performance by him of some other obligation under the tenancy agreement, but that has not happened yet.

The tenant does not have a dispute with Mr. J.R. at the present time. He has no basis for a claim against him until he himself has suffered some loss or been exposed to a claim, either from the landlord in this residential tenancy dispute resolution forum or perhaps from his cotenants in a court.

Conclusion

The tenant seeks declaratory relief and such relief is not available to him in this forum until he has, in fact been exposed to a claim.

The application must be dismissed.

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: April 06, 2016

Residential Tenancy Branch

