



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC

### Introduction and Preliminary Matter

This hearing convened as a result of an Application for Dispute Resolution filed March 1, 2016 in response to a 1 Month Notice to End Tenancy for Cause issued February 29, 2016 (the "February Notice"). By Amendment filed March 8, 2016 the Applicant also sought to cancel another 1 Month Notice to End Tenancy for Cause received on March 4, 2016 (the "March Notice"); the March Notice was not provided in evidence.

The Applicant, B.M., and the Respondent, D.L. appeared at the hearing

B.M. Tenant testified that he moved into the rental home on April 15, 2015; he stated that he rents a bedroom in a five bedroom home and pays \$450.00. He confirmed that he shares a kitchen and the bathrooms with the other occupants, including the named Landlord on the Notices.

B.M. testified that he does not have a written tenancy agreement. B.M. stated that the Landlord is the owner of the rental home and is a lady who has met on a number of occasions.

B.M. stated that he received the February Notice from the Respondent, D.L., who is another renter in the rental home. A copy of the February Notice was introduced in evidence. The reason indicated on the February Notice was that the Tenant had not paid a security or pet damage deposit within 30 days. B.M. testified that at no time was he asked for such deposits.

D.L. testified that he is the "primary tenant" and he has personally signed a lease with the Property Owner's property management company. He further confirmed that each of the occupants living in the rental building, including B.M., have been added to the residential tenancy agreement as he is required to provide the property management company with their names.

Section 1 of the *Residential Tenancy Act* provides the following definition of Landlord:

**"landlord"**, in relation to a rental unit, includes any of the following:

- (a) the owner of the rental unit, the owner's agent or another person who, on behalf of the landlord,
  - (i) permits occupation of the rental unit under a tenancy agreement, or
  - (ii) exercises powers and performs duties under this Act, the tenancy agreement or a service agreement;
- (b) the heirs, assigns, personal representatives and successors in title to a person referred to in paragraph (a);
- (c) a person, other than a tenant occupying the rental unit, who
  - (i) is entitled to possession of the rental unit, and
  - (ii) exercises any of the rights of a landlord under a tenancy agreement or this Act in relation to the rental unit;
- (d) a former landlord, when the context requires this;

D.L. failed to provide a copy of the residential tenancy agreement. He was also not able to advise whether he had been given authority by the Landlord to permit occupation of the rental unit.

The power and authority of the Residential Tenancy Branch is derived from the *Residential Tenancy Act*. The dispute resolution process does not create a court and as such, Arbitrators delegated under the *Act*, do not have inherent powers arising under the common law which are possessed by a judge.

Based on the evidence before me, I am not satisfied that I have jurisdiction under the *Residential Tenancy Act* to hear the dispute between the parties. While a tenancy may exist, it may also be the case that D.L. is not a Landlord by definition and therefore lacks the authority to issue a Notice to End Tenancy.

For this reason, I decline to hear the application. The parties are cautioned to ensure that they provide sufficient evidence to prove a tenancy exists on any future applications.

Conclusion

I decline jurisdiction to hear the dispute between the parties on the basis that the parties have failed to provide sufficient evidence to support a finding that a tenancy between the Applicant and Respondent exists.

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 19, 2016

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Residential Tenancy Branch