



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding STAR VISTA MANOR
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, FF

Introduction

This hearing was convened by conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenant on June 6, 2016 to cancel a 1 Month Notice to End Tenancy for Cause (the “Notice”), and to recover the filing fee.

The Tenant and the property manager who was also named as a Landlord on the Application appeared for the hearing and provided affirmed testimony. The Tenant testified that he was served with the Notice dated June 2, 2016 by the property manager. The Notice was provided into evidence and in the “From the LANDLORD” section of the Notice, the company Landlord is named. Therefore, when the Tenant applied to dispute the Notice he named both the company Landlord (with whom he has a tenancy) and the property manager (who served him with the Notice) as the Respondents of the Application.

The Tenant testified that after the Notice had been served to him, the property manager had been fired because he was serving notices to end tenancy without any basis and without consulting the company Landlord.

The property manager confirmed receipt of the Tenant’s Application and confirmed that he had been fired from his role as the property manager and therefore had no authority with respect to the Notice. The property manager confirmed that his appearance at this hearing was not to end the Tenant’s tenancy or prove the Notice but was to seek action against the company Landlord and to clear his name.

The property manager was informed that the *Residential Tenancy Act* (the “Act”) only has jurisdiction in disputes between landlords and tenants. Therefore, the property manager would have to seek alternative remedy to deal with the issues he has with the company Landlord. The property manager confirmed his understanding of this and requested that this be documented in this decision.

Conclusion

Based on the foregoing dispute between the property manager and the company Landlord, and in the absence of an agent appearing on behalf of the company Landlord to prove the Notice, I grant the Tenant's Application to cancel the Notice dated June 2, 2016. The tenancy will continue until it is ended in accordance with the Act.

As the Tenant appeared for this hearing and the Notice was cancelled, I grant the Tenant his \$100.00 filing fee pursuant to Section 72(1) of the Act. The Tenant may achieve this relief by deducting this amount from his next installment of rent. The Tenant may want to attach a copy of this decision when making the reduced rent payment. This file is now closed.

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: July 14, 2016

Residential Tenancy Branch