



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

CNR

### Introduction

This hearing was held in response to the tenant's application for dispute resolution in which the tenant has applied to cancel a 10 day Notice to end tenancy for unpaid rent and utilities issued on August 25, 2016.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing; none of which was established as served to the other party. The parties were able to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the evidence and testimony provided.

### Status of Applicant

The parties agreed that the rental unit is rented by a tenant D.S. There is a signed tenancy agreement with D.S. only. The individual who has applied will be referred to as "applicant" is an individual who has been staying in the rental unit.

The 10 day Notice ending tenancy issued on August 25, 2016 did not include the tenants' name; it was issued in the name of the applicant. The Notice did not include any sum of rent owed.

The applicant said she is a care aide and has been paying \$200.00 per month to the tenant, to assist with rent.

There was some dispute in relation to alleged attempts to pay rent. The landlord said they have never received rent payments from the applicant. The landlord said that any rent payments made by cash result in a receipt issued to the tenant.

Residential Tenancy Branch (RTB) policy suggests that a tenant is someone who has signed a tenancy agreement to rent the premises. More than one person can sign the tenancy agreement in which case they are co-tenants, with the same rights and obligations as tenants.

RTB policy defines occupant as:

*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.*

There was no dispute that the applicant, who was named as the tenant on the 10 day Notice to end tenancy issued by the landlord, is not a tenant. The applicant has confirmed that she lives with the tenant and pays some rent to that person and a tenancy agreement has not been signed with the landlord.

In the absence of any evidence that a tenancy agreement has been established between the applicant and the landlord, I find that the applicant is an occupant. The landlord has issued an eviction Notice in the name of an individual who is not a tenant.

Therefore, I decline jurisdiction as a tenancy does not exist between the landlord and the applicant.

As explained during the hearing, it is up to the tenant to take any action necessary if that person has an occupant in his home that he wishes to remove. The tenant does not meet the definition of landlord, as set out in the Act. He is not acting as an agent for the landlord and cannot establish tenancies.

### Conclusion

Jurisdiction is declined.

This decision is final and binding and 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: October 20, 2016

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Residential Tenancy Branch

