



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNL, OPT, FF

### Introduction

The tenant applies to cancel a two month Notice to End Tenancy for landlord use of property dated December 6, 2016. She argues that the landlord indicated in the Notice is not her landlord.

Mr. C. attended on behalf of Mr. L.T., the person named as the tenant's landlord in the Notice. The style of cause has been amended to add Mr. L.T. as a respondent.

The listed parties attending the hearing and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

### Issue(s) to be Decided

Is the landlord stated in the Notice to End Tenancy the tenant's landlord?

### Background and Evidence

The rental unit is a four bedroom house. The tenancy started in March 2013. At that time the tenant's landlord was a Mr. B.W. The rent continues to be \$1600.00 per month.

The tenant paid an \$800.00 security deposit.

In or about May or June 2015 Mr. B.W. sold the home. The tenant says he sold it to Mr. T.W.T.

The Notice to End Tenancy in issue claims that the landlord is Mr. T.L. and that he or a close family member intends to occupy the home.

The tenant says that she's never heard of Mr. T.L. She says since B.W. sold the home, Mr. T.W.T. has had many interactions with her and has consistently represented that he is the owner and landlord. She pays her rent to Mr. T.W.T. She says that Mr. T.W.T. showed her a paper indicating that he was the owner.

Mr. A.C., who appeared for the landlord, is the son of Mr. T.W.T and the nephew of Mr. T.L. He testifies that his aunt (whom he indicates to be the "owner") and his uncle will be moving into the home. To be clear, it was not stated with certainty during this hearing whether T.L. is Mr. A.C.'s uncle or his aunt and so I have, by default referred to T.L. as "Mr." I apologize for any indignity this may foster and wish to assure the parties that none is intended.

Mr. A.C. confirms that he has not told the tenant which people would be moving into the home until this hearing.

Mr. A.C. filed as evidence power of attorney documents to show that Mr. T.W.T. is the lawful agent of Mr. T.L.

Mr. A.C. calls as a witness Ms. A.T. who has had some connection with the property and with Mr. T.W.T. as a property manager. Ms. A.C. testifies that Mr. T.W.T. bought the property. She says that the previous owner Mr. B.W. was her friend and that he sold the home to Mr. T.W.T. She indicates that Mr. T.W.T. has "assigned" the property to Mr. T.L.

She says that Mr. T.L. is Mr. T.W.T.'s brother and that he is going to live there.

### Analysis

The Notice to End Tenancy was given by Mr. T.L. as landlord but the evidence presented at this hearing has failed to establish that Mr. T.L. is the tenant's landlord.

There is no evidence of any communication to the tenant after the sale from her original landlord, to indicate that her new landlord was Mr. T.L. Indeed, I accept her evidence that Mr. T.W.T. consistently represented himself to be the owner and the new landlord.

There is no evidence before me in the nature of a certificate of title to indicated that Mr. T.L. is the registered owner of the property and thereby may have some claim to be the landlord. The power of attorney documents do not establish that fact.

There is no evidence before me upon which to determine what Ms. A.T.'s reference to "assign" means or whether such an action has granted Mr. T.L. some particular rights over the property.

In result, it has not been proved that the person named as landlord in the Notice to End Tenancy, is, in fact, this tenant's landlord.

### Conclusion

The tenant's application is allowed. The two month Notice to End Tenancy dated December 6, 2016 is hereby cancelled and of no force or effect.

As the tenant has been successful she is entitled to recover the \$100.00 filing fee paid for this application. I authorize her to reduce her next rent due by \$100.00 in full satisfaction of the fee.

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: January 19, 2017

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Residential Tenancy Branch