



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR MNDC

Introduction

This hearing dealt with an Application for Dispute Resolution (the "Application") pursuant to the *Residential Tenancy Act* (the "Act") by the applicant to cancel a 10 Day Notice for Unpaid Rent or Utilities, and for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement.

The applicant and respondent V.P. (the "respondent") attended the teleconference hearing and gave affirmed testimony. During the hearing both the parties were given the opportunity to provide their evidence orally and respond to the testimony of the other party. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Preliminary Matter

The first issue that I must decide is whether the *Act* has jurisdiction over the parties in order to proceed with the Application.

The applicant confirmed that a written tenancy agreement does not exist. The applicant claims that he paid rent for March 2017 which the respondent denied vehemently. The applicant testified that W.H. claimed he was a landlord however obtained nothing in writing from the W.H. to confirm that a tenancy existed between himself and W.H.

The respondent denied that the applicant was his tenant and testified that he had no tenancy agreement with the applicant and that he considered the applicant as an occupant of his tenant but was not a tenant under the *Act*.

The parties did agree that the tenant, W.H., whom the applicant named as a landlord, gave notice to end his tenancy to landlord V.P. and that the tenant W.H. has vacated the rental unit.

Analysis

Based on the above, and on a balance of probabilities, I find the following.
Section 1 of the *Act* applies and defines "landlord" as the following:

"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 respondent under a tenancy agreement or this Act in relation to the rental unit;

(d) a former landlord, when the context requires this;

[My emphasis added]

Based on the evidence before me, I find there is insufficient evidence to support that there is a landlord and tenant relationship between the applicant and the respondent. I find the applicant is an occupant and that occupants have no rights under the *Act*.

Given the above, I find that I do not have jurisdiction to hear this dispute under the *Act*.

Conclusion

I decline to hear the applicant's Application due to lack of jurisdiction under the *Act*.

The applicant is an occupant with no rights under the *Act*.

This decision is final and binding on the parties, unless otherwise provided under the Act, 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: March 16, 2017

Residential Tenancy Branch