



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes O

Introduction

This hearing dealt with an Application for Dispute Resolution by the applicant to dispute “other”, I am a tenant and have proof of it.

Both parties appeared, gave testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

Issue to be Decided

Is the applicant a tenant?

Background and Evidence

The landlord’s agent testified that at a hearing held on March 21, 2017, they received, by consent of the tenant, an order of possession for the rental unit. The file number has been identified on the covering page of this decision.

The landlord’s agent testified that the occupants who were residing under the tenant’s agreement are refusing to vacate the premises.

The witness for the landlord, the tenant, stated the occupants under their agreement are refusing to leave.

The applicant stated that they were going to continue to rent from the landlord and they were going to sign a tenancy agreement. However, they were informed the rental unit was already rented. The applicant stated they tried to pay the rent to the landlord; however, it has been refused.

The applicant testified the landlord gave them a notice to end tenancy in January 2017; however, they were not tenants and were not obligated to pay the rent to the landlord. File in evidence is a copy of the notice.

The landlord's agent argued that they never entered into any verbal or written tenancy agreement with the occupant to become a tenant. The agent stated that they did not accept any money from the occupant as they are not tenants.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In this case, the tenant gave notice to end the tenancy with an effective date of January 31, 2017. At a previous hearing the landlord was granted an order of possession by consent of the tenant, as the occupants living in the premises were refusing to leave.

The evidence of the applicant was that they were occupants under the tenant's agreement; however the applicant alleged the landlord has entered into a verbal agreement for them to become the tenant commencing February 1, 2017.

A notice to end tenancy was submitted in evidence. While I accept that notice has the applicant name listed, the applicant stated this was issued while they were an occupant under the tenant's tenancy agreement and did not pay the \$1,300.00 rent, as they were not obligated to do so.

The evidence of the landlord's agent was that the tenancy has legally end and they never intended or agreed to rent to the applicant and have refused to accept rent for February 2017 or March 2017.

I accept the evidence of the landlord's agent, and the tenant, that the applicant was an occupant under the tenant's agreement that legally ended on January 31, 2017. An order of possession was granted on March 21, 2017.

I prefer the evidence of the landlord's agent that they never intended to rent to the occupant. The applicant has provided no evidence, such as a new tenancy agreement, signed by the parties, text messages or any documentary evidence to support their version.

As the applicant does not have the consent from the landlord or tenant to be in the premises, I find the applicant is now defined as a squatter as they have no legal entitlement to the property and are unlawfully on the property.

The tenant may deal directly with the police to assistance, as the tenant continues to be liable to the landlord until vacate possession is returned to the landlord. Alternatively, the landlord may enforce the order of possession previously given on March 21, 2017.

Conclusion

The applicant is not a tenant under the Act, and has no legal right under the Act. Therefore, I dismiss their application.

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: March 30, 2017

Residential Tenancy Branch