



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding KANG PROPERTY INC
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes PSF, MNDC

Introduction

This hearing dealt with an Application for Dispute Resolution by the applicant for a monetary order and to have the landlord provide service or facilities required by law.

The respondent appeared.

Preliminary and procedural matters

This matter was set for hearing by telephone conference call at 11:00 A.M on this date. The line remained open while the phone system was monitored for ten minutes and the only participant who called into the hearing during this time was the Respondent. Therefore, as the Applicant did not attend the hearing by 11:10 A.M. and the Respondent appeared and was ready to proceed.

Pursuant 7.3 of the Residential Tenancy Branch Rules of Procedure, I found it appropriate to conduct the dispute resolution hearing in the absence of the applicant. As the respondent stated that the issue of jurisdiction must be considered as the applicant is living illegally in the unit and not paying rent.

The respondent testified that the applicant is not a tenant. The respondent stated that they are a landlord that entered into a written tenancy agreement with the tenant KP. The respondent stated that KP did not pay any rent for February 2017 and vacated the property on February 15, 2017.

The respondent testified that the applicant DE failed to vacate the premises when the tenant vacated. The respondent stated that the occupant has a serious criminal record for assault and extortion. The respondent stated that they tried to involve the police to have this occupant removed. However, the police informed them that they would not get involved until the Residential Tenancy Branch determined the issue of jurisdiction.

Filed in evidence is a copy of the tenancy agreement. Filed in evidence is a new paper report on the conviction of the occupant.

The applicant writes in the details of their dispute, which in part reads, "Room mate left". Filed, as evidence is an agreement between the tenant KP and the occupant DE.

I have reviewed the tenancy agreement and the tenant in the agreement is KP. The tenancy for KP ended on February 15, 2017, when they vacated the premises without pay rent. DE is not tenant under that agreement.

I have further read the agreement filed by the applicant, which supports DE was renting a room from the tenant KP. DE was not added to the original tenancy agreement. The landlord did not sign this agreement. No rent has been paid for February, March and April 2017.

Based on the above, I find the applicant DE is not a tenant under the Act and has no legal rights under the Act. Therefore, I dismiss the applicant's application without leave to reapply. The landlord is at liberty to provide the local police detachment with a copy of this decision.

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: April 11, 2017

Residential Tenancy Branch