



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Brown Brothers Agencies
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR; LRE

Introduction

This is the Tenants' Application for Dispute Resolution seeking to cancel a Notice to End Tenancy for Unpaid Rent and an Order restricting or suspending the Landlord's right to access the rental unit.

This matter was scheduled to be heard by telephone conference on June 5, 2018, at 9:00 a.m. The Applicant/Tenant did not attend this Hearing, although I left the teleconference hearing connection open until 9:15 a.m. in order to enable the Applicants to attend. The Landlord's agents attended the Hearing and gave affirmed testimony.

I confirmed that the correct date, time, call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the Landlord's agents and I were the only ones who had called into this teleconference.

The Landlord's agents testified that they were served with the Notice of Hearing documents on April 16, 2018. The Landlord's agents stated that they provided the Tenant JG with a copy of their documentary evidence, by registered mail. As the Applicants did not attend the Hearing, their Application is dismissed without leave to reapply.

Issue(s) to be Decided

Is the Applicant KVE the Landlord's tenant? Is the Landlord entitled to an Order of Possession?

Background and Evidence

The Landlord's agents testified as follows:

1. The Landlord has a tenancy agreement with the Tenant JG only. The Applicant JVE is not a tenant, and is an occupant only.

2. The Landlord provided a copy of the tenancy agreement in evidence. This tenancy began on July 1, 2017. Monthly rent is \$1,030.00, due on the first day of each month.
3. The Tenant JG did not pay all of April's rent when it was due. The Landlord issued a Notice to End Tenancy for Unpaid Rent on April 11, 2018, and posted it to the Tenant's door.
4. The Tenant has not paid any of the outstanding rent for April, and did not pay rent when it was due on May 1, 2018. The Landlord issued another Notice to End Tenancy for Unpaid Rent on May 4, 2018, and posted it to the door of the rental unit on that day. The Tenant still owes rent in the amount of \$579.85 for the month of April and \$1,030.00 for the month of May, 2018.
5. The Landlord's agents believe that the Tenant JG may have moved out of the rental unit, but they are not certain because they have "nothing in writing".
6. The copy of the Notice to End Tenancy for Unpaid Rent dated April 11, 2018, which the Occupant KVE provided is not the same as the one that the Landlord issued. The Occupant KVE's name was not on the Notice and was added after the Landlord served the Notice on the Tenant JG.

Analysis

Is the Applicant KVE the Landlord's tenant?

The tenancy agreement is between the Landlord and the Tenant JG. The name of the Applicant JVE on the Notice to End Tenancy dated April 11, 2018, is written in different hand-writing and with a lighter pen than the rest of the document. Based on the Landlord's agents' undisputed and affirmed testimony, **I find that the Applicant JVE is not the Landlord's tenant and therefore has no rights or responsibilities under the Act.**

Is the Landlord entitled to an Order of Possession?

I find that the Notice to End Tenancy issued April 11, 2018, complies with Section 52 of the Act and is a valid notice to end the tenancy. I find that the tenancy ended on April 24, 2018).

Section 55(1) of the Act provides:

If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if

- (a) the landlord's notice to end tenancy complies with section 52 [*form and content of notice to end tenancy*], and

(b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

[Reproduced as written.]

I have found that the Notice complies with Section 52 of the Act. I also uphold the Notice and therefore, pursuant to the provisions of Section 55 of the Act, I issue an Order of Possession effective five days after posting the Order on the door of the rental unit.

Conclusion

The Tenant's Application is dismissed without leave to reapply.

The Landlord is hereby provided with an Order of Possession against the Tenant JG and all occupants of the rental unit, effective 5 days after posting the Order on the door of the rental unit. This Order may be enforced in the Supreme Court of British Columbia.

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: June 06, 2018

Residential Tenancy Branch