



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FFL

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Applicant on June 4, 2018 (the "Application"). The Applicant applied for an order ending the tenancy early based on section 56 of the *Residential Tenancy Act* (the "Act"). The Applicant also sought reimbursement for the filing fee.

T.L. appeared at the hearing for the Applicant. She said the Applicant knew about the Application and hearing and that she had authority to appear for the Applicant. Nobody appeared at the hearing for the Respondent. I explained the hearing process to T.L. who did not have questions about the process when asked. T.L. provided affirmed testimony.

T.L. had submitted evidence prior to the hearing. The Respondent had not submitted evidence. I addressed service of the hearing package and Applicant's evidence. T.L. testified that she served the hearing package and evidence on the Respondent personally June 11, 2018. T.L. had not provided any evidence to support her testimony in this regard.

Based on the undisputed testimony of T.L., I find the Respondent was served with the hearing package and evidence in accordance with sections 88(a) and 89(2)(a) of the *Act*. I also find the hearing package and evidence were served in sufficient time to allow the Respondent to appear at the hearing.

As I was satisfied with service, I proceeded with the hearing in the absence of the Respondent. T.L. was given an opportunity to present relevant oral evidence, make relevant submissions and ask relevant questions. I do note that I had a very difficult time understanding T.L. throughout the hearing due to a language barrier. I have

considered all documentary evidence submitted and oral testimony of T.L. I will only refer to the evidence I find relevant in this decision.

Issue to be Decided

1. Should the Applicant be granted an order ending the tenancy early pursuant to section 56 of the *Act*?

Background and Evidence

T.L. had not submitted a written tenancy agreement. At the outset of the hearing, T.L. advised me she lives at the rental address. She said she rents the entire house from the Applicant. She testified that she rented the basement suite of the house to the Respondent and that she was acting for the Applicant when she did so. She said she is responsible for the whole house.

I asked T.L. about a tenancy agreement and she testified as follows. There was a written tenancy agreement between the Applicant and Respondent regarding the rental unit with a start date in 2010. The tenancy was a one-year fixed term tenancy that ended in 2011 and then became a month-to-month tenancy. There was no rent owed under the agreement. A security deposit of \$700.00 was paid in 2010 and the Applicant still holds this. The agreement was signed by the Applicant and Respondent.

T.L. further testified as follows. There is a verbal agreement between her and the Respondent that the Respondent will pay \$1,700.00 per month on the first of each month. The Applicant does not know how much rent the Respondent pays. The Applicant owns the rental unit. She has permission from the Applicant to rent the suite to the Respondent. The Respondent understands that the Applicant is the Respondent's landlord. The rental unit is a separate suite from the upstairs suite that T.L. lives in.

I understood T.L. to say that she is responsible for paying rent for the entire house and she rents the basement suite to the Respondent to cover some of that rent.

T.L. submitted that the Respondent has "put the landlord's property at significant risk", "caused extraordinary damage to the residential property" and disturbed the neighbours. She provided testimony and evidence regarding this which I will not detail here given my decision below.

Analysis

T.L. gave conflicting evidence regarding what the tenancy agreement between her, the Respondent and the Applicant is such that I am unable to determine the nature of the tenancy agreement between the Respondent and T.L. or the Respondent and the Applicant. I do not have the authority to decide this matter without being satisfied that a tenancy agreement exists between the parties and without knowing who the landlord in the agreement is. Given I cannot determine whether a tenancy agreement exists between the Respondent and the Applicant or the Respondent and T.L., I decline jurisdiction in this matter and dismiss the Application without leave to re-apply.

During the hearing, I told T.L. that it is open to her to call the Residential Tenancy Branch and speak to an Information Officer about issues regarding the Respondent or how to proceed from here. I reiterate here that T.L. may want to call the Branch for some assistance with the issues raised in this application.

During the hearing, T.L. advised that the Respondent has made an application for dispute resolution in relation to repairs to the rental unit which is set for August 14, 2018. At the end of the hearing, she asked me about this hearing. I told T.L. she still needs to appear for the August 14th hearing. I also suggest T.L. have someone assist her at this upcoming hearing given the language barrier and issues involved.

Conclusion

I decline jurisdiction in this matter and dismiss the Application without leave to re-apply.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: July 09, 2018

Residential Tenancy Branch