



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding KERRIS HOLDINGS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes AAT ERP LRE MNRT OLC PSF RP RR

Introduction

This hearing dealt with the applicant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- an order to allow access to or from the rental unit or site for the tenant or the tenant's guests pursuant to section 70;
- an order to the landlord to make repairs to the rental unit pursuant to section 33;
- a monetary order for the cost of emergency repairs to the rental unit pursuant to section 33;
- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62;
- an order to the landlord to provide services or facilities required by law pursuant to section 65; and
- an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65.

Both parties were represented at the hearing and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The corporate landlord was represented by its agents. The agent JP (the "landlord") primarily spoke on behalf of the corporate landlord.

As both parties were present service of documents was confirmed. The landlord confirmed receipt of the applicant's application and evidence. The landlord testified that they did not serve evidence of their own. Based on the testimonies I find that the landlord was served with the application and evidence in accordance with sections 88 and 89 of the *Act*.

Preliminary Issue – Standing

At the outset of the hearing the landlord testified that there was an earlier hearing regarding this rental unit under the file number on the first page of this decision. The earlier hearing dealt with a Notice to End Tenancy issued on a tenant named in the tenancy agreement. The landlord testified that the current applicant is an occupant of the rental unit but not a party to the tenancy agreement. The landlord said they were aware of the occupants' presence in the rental unit, but did not agree to include the occupant as a tenant under the tenancy agreement.

The applicant confirmed that they are not party to the tenancy agreement and no written tenancy agreement was ever signed with the landlord. The applicant testified that they moved into the rental unit on or about June, 2007 and have continuously resided there since that time. The applicant testified that they are the one paying rent but no documentary evidence of rent payment was provided.

Residential Tenancy Policy Guideline 13 sets out that where a tenant allows a person to move into the premises, the new occupant has no rights or obligations under the tenancy agreement unless all parties agree to enter into a tenancy agreement. I accept the evidence of the landlord that the occupant was not made a party to any tenancy agreement. The applicant submits that they have assumed the original tenancy agreement but I find there is insufficient evidence in support of their position. I find that the applicant is an occupant and not a tenant as contemplated in the *Act*. Consequently, I find that the applicant has no rights or obligations under the tenancy agreement and no standing to bring the present application.

Accordingly, I dismiss the application.

Conclusion

The application is dismissed without leave to reapply.

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: December 14, 2018

Residential Tenancy Branch