



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

FFT OPT

Introduction

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

- an Order of Possession of the rental unit pursuant to section 54; and,
- authorization to recover the filing fee for this application pursuant to section 72.

Both parties attended the hearing and had full opportunity to provide affirmed testimony, present evidence, cross examine the other party, and make submissions. The respondent acknowledged receipt of the applicant's Notice of Hearing and Application for Dispute Resolution. Neither party raised issues of service. I find the parties were served in accordance with the *Act*.

Issue(s) to be Decided

Is the tenant entitled to an Order of Possession of the rental unit pursuant to section 54?

Is the tenant entitled to recover the filing fee for this application pursuant to section 72?

Background and Evidence

The tenant testified that he signed a tenancy agreement with landlord on October 16, 2019. The tenant testified that he paid the security deposit and first month of rent by e-transfer on October 16, 2019. The tenant testified that tenancy was supposed to start on November 30, 2019.

The testified that the landlord notified him three days before the tenancy was supposed to begin start that was cancelling the tenancy agreement.

The landlord testified that he was actually a tenant at the rental unit and the agreement with the applicant was a subtenancy agreement. The landlord testified that he cancelled the applicant's

tenancy agreement because the landlord was ending his own tenancy on November 30, 2019. The landlord testified that he was ending his tenancy because city bylaws made it impossible to profitably operate his language tutoring business at the property. The landlord testified that he sent the tenant a complete refund of the security deposit and rent paid by the tenant but the tenant did not accept the e-transfer.

Analysis

Residential Tenancy Policy Guideline No. 19 discusses the rights of parties in a sub-tenancy relationship.

Generally speaking, the sub-tenant does not acquire the full rights provided to tenants under the Act. For example, **if the landlord ends the tenancy with the original tenant, the tenancy ends for the sub-tenant as well. (emphasis added)**

Based upon the undisputed evidence of the respondent, I find that the respondent's tenancy agreement with his landlord is ending on November 30, 2019. Pursuant to *Residential Tenancy Policy Guideline No. 19*, I find that the ending of the respondent's tenancy agreement will also end the applicant's tenancy as well. Accordingly, I dismiss the tenant's application for an order of possession.

Since the tenant's application for possession was not successful, I dismiss the tenant's application for reimbursement of the filing fee pursuant to section 72.

Conclusion

The tenant's application is dismissed.

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: November 19, 2019

Residential Tenancy Branch