



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, MT, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the occupant to cancel a Two Month Notice to End Tenancy for Landlord's Use of Property, and to have the landlord comply with the Act.

Both parties appeared.

At the outset of the hearing the Applicant stated that they want to be acknowledged as a tenant. LF stated that they paid the security deposit and entered into tenancy agreement with the landlords in March 2019. LF stated they did not enter into the second signed tenancy agreement.

Preliminary and Procedural matters

In this matter the applicant entered into a tenancy agreement with the landlords in March 2019. However, that agreement was cancelled when the tenant JB entered into a new tenancy agreement on October 11, 2019, and LF was removed as a tenant. I find LF is not a tenant. I find LF is an occupant and has no legal rights or obligations under the Act.

Further, the landlords have received an order of possession and a monetary order based on unpaid rent for February 2020. Simply because that order has not been enforceable due to the **Ministerial Order M089 issued March 30, 2020**, does not create a new tenancy when and if any rent is paid. The tenant has the obligation under the Act to pay the rent in accordance with the tenancy agreement.

Furthermore, I find even if the occupant LF pays the rent, rent is accepted on behalf of the tenant. As an example, when the Ministry of Social Services pays the rent, it is on behalf of their client the Ministry does not become a tenant. Anyone person can pay the rent, it does not change or cancel the signed tenancy agreement.

Further, the security deposit that was originally paid to the landlords, was transferred to the new tenancy agreement. JB had the right to do so without the consent of LF. This means LF has no legal interest in the security deposit under the Act. In addition, Section 38(3) of the Act states if a monetary order is made and it remains unpaid by the tenant at the end of the tenancy the landlords are entitled to keep it. This means the tenant JB may have no legal rights to the return, as there is a current monetary order outstanding.

In this case, I find LF must leave the rental unit when the order of possession is enforced or when the tenant JB leaves or if requested to leave by JB.

I caution the tenant JB if they do not have the occupant LF removed when they vacate the premise, they will be solely responsible for any loss occurred by the landlords. As I have found LF is an occupant; JB can have LF removed at anytime with police enforcement as LF has no legal rights under the Act to possession of the rental unit.

The Applicants 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: May 14, 2020

Residential Tenancy Branch