



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding GREAT COAST DEVELOPMENT  
CORP and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPT, FFT

### Introduction

On July 20, 2020, the Tenants submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) seeking an order of possession of the rental unit.

The matter was set for a conference call hearing. The Landlord’s agent (“the Landlord”) and the Tenant attended the hearing. The Tenant was assisted by legal counsel and an interpreter. The Landlord provided a letter authorizing Mr. R.M. to act as the owner/Landlord’s agent in this matter.

The Landlord and Tenant provided affirmed testimony and were provided the opportunity to present their evidence, orally and in written and documentary form, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue to be Decided

- Does the Tenant have a legal right to possess the rental unit and should the Tenant receive an order of possession?

### Background and Evidence

The Landlord and Tenant both testified that the tenancy began on February 18, 2020 as a ten-year fixed term tenancy. Rent in the amount of \$3,000.00 is due to be paid to the

Landlord in advance of the 15<sup>th</sup> day of each month. The Landlord and Tenant provided a copy of the tenancy agreement.

The Tenant is seeking an order of possession for the rental unit.

The Tenant's counsel submitted that the company named in the Tenants' application is the owner of the rental property and that Ms. L.W. is the sole director of the company and owner of the rental unit. The Tenant provided title search documents in support of these submissions showing that Ms. L.W. is the director of the company and listing the dispute address as registered to the company.

Counsel submitted that the Tenant was looking for a long-term property to rent and he offered to rent the residential property from the owner Ms. L.W. for a 10-year fixed term. The parties entered into the tenancy agreement on February 18, 2020.

The Tenant moved into the residential property and was out of town on business when an unauthorized individual named Mr. X. Q. moved into the rental property. When the Tenant discovered the presence of Mr. X.Q. on July 13, 2020 he contacted the local RCMP to remove the unauthorized occupant.

The Tenants counsel submitted that the RCMP attended and the unauthorized person told the RCMP that he is a shareholder of the company and has a right to occupy the residential property. Tenants' counsel stated that the RCMP took the position that the matter needs to be resolved with the Residential Tenancy Branch and the RCMP declined to remove Mr. X.Q. from the property.

The Tenant provided a copy of an email dated July 17, 2020 from the owner Ms. L.W. which states the dispute address is 100% owned by her. The email indicates Mr. X.Q.'s decision to occupy the rental property was not authorized by the owner and was his own decision. The email indicates Mr. X.Q. is an investor of the company but does not own the property.

The Tenants' counsel submitted that Mr. X.Q. is illegally on the property and he has moved himself and his possessions into the unit.

In reply, the Landlord testified that everything the Tenants' counsel submitted is correct. The Landlord supports the Tenants' application for an order of possession for the rental property and he stated that the property owner sent a letter to Mr. X.Q. telling him to

leave the property. The Landlord's agent stated that the owner never authorized Mr. X.Q. to move into the residential property.

### Analysis

Section 54 of the Act provides that a Tenant who has entered into a tenancy agreement with a Landlord may request an order of possession of the rental unit by making an application for dispute resolution.

Based on the above, the testimony and evidence of the parties, and on a balance of probabilities, I find as follows:

I find that there is a valid tenancy agreement between the Landlord and Tenant that entitles the Tenant to sole and exclusive possession of the residential property.

I find that Mr. X.Q. (George) is not named in the tenancy agreement and is not a Tenant of the residential property. I find that that Mr. X.Q. has no legal right under the Residential Tenancy Act to move into the rental home or possess the residential property.

I accept the evidence before me that Mr. X.Q. is not an owner of the residential property; however, I note that even if he was an owner, he would have no legal right under the Act to breach or interfere with the tenancy agreement made between Ms. L.W. and the Tenant.

The Tenant's request for an order of possession for the rental property is granted.

The Landlord needs to take immediate action to have the unauthorized person removed and provide vacant possession of the residential property to the Tenant.

### Conclusion

I find that Mr. X.Q. is an unauthorized occupant of the residential property with no rights of tenancy.

I find that there is a valid tenancy agreement between the Landlord and Tenant that entitles the Tenant to sole and exclusive possession of the rental property.

I grant the Tenant an order of possession for the rental unit effective immediately.

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: August 14, 2020

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Residential Tenancy Branch