



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FFT, RP

Introduction

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

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47;
- an order to the landlord to make repairs to the rental unit pursuant to section 32;
- authorization to recover their filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing via conference call and provided affirmed testimony. Both parties confirmed the tenants served the named landlord with the notice of hearing package and the submitted documentary evidence in person. Both parties also confirmed the named landlord did not submit any documentary evidence. Neither party raised any service issues. I accept the undisputed affirmed evidence of both parties and find that both parties are deemed served as per section 90 of the Act.

At the outset, the tenants' request for repairs was addressed. The tenants confirmed that the request for repairs was unrelated to the request to cancel the 1 month notice. Pursuant to Rules of Procedure 2.3, the tenants' request for repairs was dismissed with leave to reapply as an unrelated issue. Leave to reapply is not an extension of any applicable limitation period.

During the hearing the tenants provided undisputed affirmed testimony that the named landlord was not their landlord. The named landlord's agent stated that the named tenants were not their tenants despite serving a 1 month notice with their names. The tenants stated that their landlord was named "Wilson". The named landlord's agent stated that the named tenants were not their tenants as no tenancy agreement has

been made verbally or in writing. Despite extensive discussions, both parties failed to clarify the issue.

On this basis, I find that as there is no relationship between the two parties and that I have no jurisdiction to deal with a dispute between these two parties under the Residential Tenancy Act. The tenants' application is dismissed for lack of jurisdiction.

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: October 30, 2020

Residential Tenancy Branch