



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **FFT, CNC-MT, OLC**

Introduction

This hearing dealt with an application pursuant to the *Residential Tenancy Act* (the “Act”) for:

- more time to make an application to cancel a 1 Month Notice to End Tenancy for Cause (the “1 Month Notice”) pursuant to section 66;
- cancellation of the 1 Month Notice pursuant to section 47;
- an order that the landlord comply with the Act, regulations or tenancy agreement pursuant to section 62; and
- authorization to recover the filing fee from the respondent pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

As both parties were present service was confirmed. The parties each testified that they received the respective materials and based on their testimonies I find each party duly served in accordance with sections 88 and 89 of the *Act*.

Issue(s) to be Decided

Is there a valid tenancy agreement between the parties such that this matter falls under the jurisdiction of the Act?

Background and Evidence

The parties agree on the following facts. There was a valid tenancy agreement between the father of the applicant and the corporate entity for which the named respondent is the controlling mind. A copy of the tenancy agreement was submitted into evidence.

At some point during the tenancy the applicant moved into the rental unit as an occupant. The existing tenancy agreement was not amended to add the applicant as a party nor was a new tenancy agreement created between the parties.

The applicant's father passed away in October 2020. The applicant made some payments for the rental unit for which the landlord issued receipts indicating payments were accepted for use and occupancy only and did not create a new tenancy.

The applicant now submits that they believe there is a new tenancy agreement between the parties. The applicant also believes that they have inherited the tenancy as a portion of the estate of the tenant.

Analysis

Residential Tenancy Policy Guideline 13 clarifies that when a tenant allows a person to move into the rental unit, the new person is an occupant who has no rights or obligations under the tenancy agreement.

I accept the undisputed evidence of the parties that the parties have not amended the existing tenancy agreement to add the applicant as a tenant nor have they entered into a new tenancy agreement which includes the applicant.

Any payments received from the applicant were clearly and unambiguously indicated that they were for use and occupancy only and did not establish a tenancy. I find the applicant's submission that the tenancy agreement forms a portion of the estate of the tenant to be inherited by the applicant to be nonsensical and not supported in the *Act*.

Based on the evidence provided, I do not find that there is a tenancy relationship between the parties. I find the applicant to be an occupant on the property with no rights or obligations under the tenancy agreement nor a license to continue to occupy the property. As I find the *Act* does not apply, I find I have no jurisdiction to render a decision on this matter.

Conclusion

I decline to hear this matter as I have no jurisdiction to consider this application.

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: February 18, 2021

Residential Tenancy Branch