



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding JACAM HOLDINGS  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes**

Application 1: CNL-4M, FF  
Application 2: CNL-4M, FF

### **Introduction**

This hearing dealt with the tenant's two applications for dispute resolution seeking remedy under the Residential Tenancy Act (Act) for:

- an order cancelling two Four Month Notice to End Tenancy for Demolition, Renovation, Repair or Conversion of a Rental Unit (Notice); and
- recovery of the filing fee.

The tenant, the two landlords, and the landlords' agents and representatives attended, and instructions were given about the hearing and conduct expected during the hearing.

The parties were also informed that preliminary matters would be discussed prior to a hearing on the merits of either application.

The parties were informed at the start of the hearing that recording of the dispute resolution hearing is prohibited.

Thereafter the parties were provided the opportunity to present their relevant evidence orally and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules). However, not all details of the parties' respective submissions and or arguments are reproduced here; further, only the

evidence specifically referenced by the parties and relevant to the issues and findings in this matter are described in this Decision.

#### Preliminary Issue – Conduct at Hearing

Hearings before the Residential Tenancy Branch, while conducted by telephone conference, are formal legal proceedings.

The parties were cautioned at the beginning of the hearing that they were not to interrupt the other party during testimony; however, the applicant continuously interrupted the proceeding. The applicant was again cautioned during the course of the hearing, particularly when they repeatedly attempted to speak over me when disagreeing with any of my statements about the issues as to jurisdiction in these matters. The tenant was then placed on mute so that I could speak to the other participants.

I returned the tenant to the hearing for more testimony. During this time, the tenant continued interrupting the proceeding and I again placed the tenant in mute mode, where they remained during the remainder of the hearing.

For clarification, the tenant could still listen to the hearing, but they could not be heard.

Additionally, near the end of the hearing, the tenant inquired several times what they could do if they “dared to disagree with my Decision”. The tenant was informed to contact staff at the RTB for any future inquiries.

#### Issue(s) to be Decided

Should the Notice referred to in application 1 be cancelled?

Do I have jurisdiction to decide on the merits of the Notice referred to in application 2?

If so, should that Notice be cancelled?

#### Background and Evidence

The tenant and landlord, PC, agreed that the tenant was in fact a subtenant of PC, who was the tenant of JH.

A written tenancy agreement was filed in evidence which showed that the tenant and PC entered into a tenancy with a start date of October 1, 2021, for a fixed-term ending on March 31, 2022. On the tenancy agreement, the tenant was required to vacate the rental unit due to the sublease agreement.

The two Notices in these matters are separate and distinct.

In application 1, the Notice at issue was dated October 30, 2021, for an effective move-out date of March 31, 2022. The listed tenant on this Notice was the tenant/applicant here and the issuer of the Notice was PC, as landlord. The reason listed on this Notice was that the landlord intended to demolish the rental unit.

In application 2, the Notice at issue was dated December 14, 2021, for an effective move-out date of April 30, 2022. The listed tenant on this Notice was PC, the landlord to the applicant (subtenant) and the issuer of the Notice was JH, as landlord. The reason listed on this Notice was that the landlord intended to demolish the rental unit. This Notice was filed in evidence.

The evidence showed that JH is the owner of the residential property and PC is their tenant. The applicant and PC both agree that the applicant is a subtenant of PC.

The agent for PC confirmed that PC received the Notice and has not, and does not intend on, disputing the Notice they received.

The representatives for JH said they did not know PC had a subtenant and are seeking to end the tenancy by April 30, 2022.

### Analysis

Based on the relevant oral and written evidence, and on a balance of probabilities, I find as follows:

I have considered the relevant evidence of each party and reached a decision taking into account the Act, Regulation, policy, on the balance of probabilities.

### **Application 1 –**

In this case, I find the applicant's landlord, PC, is a tenant of the owner, JH. I find that PC, as a tenant of the owner, had no authority to issue their subtenant this type of a Notice. PC has no legal authority to demolish the rental unit.

For this reason, I find the Four Month Notice dated October 30, 2021, for an effective move-out date of March 31, 2022, is invalid under the Act due to insufficient evidence that the issuer, PC, as a tenant of the owner, could demolish the rental unit. Therefore, I find it unnecessary to consider the landlord's good faith intention in issuing this Notice.

As a result of the above, I **order** that the Notice for an effective move-out date of March 31, 2022, is cancelled, and it is of no force or effect. The tenant is reminded the sublease agreement ends the tenancy on March 31, 2022.

As I have cancelled the Four Month Notice, I grant the tenant recovery of their filing fee of \$100. The tenant is instructed to deduct \$100 from this next monthly rent in satisfaction of their monetary award of \$100.

### **Application 2 –**

I find the tenant had no standing to dispute the Four Month Notice, dated December 14, 2021, for an effective move-out date of April 30, 2022. The tenant's name was not listed on the Notice and this Notice was between the owner, JH, and their tenant, PC.

I therefore **dismiss** this application, without leave to reapply, which includes the tenant's request for recovery of the filing fee.

PC confirmed not disputing the Notice, which I find indicates that their tenancy ends on April 30, 2021. The tenant is informed that the end of PC's tenancy ends the tenancy for all occupants of the rental unit.

### Conclusion

The Four Month Notice at issue in application 1 has been cancelled. The tenant has been granted recovery of the filing fee of \$100.

The tenant had no standing to dispute the Four Month Notice at issue in application 2. I dismiss the tenant's application, without leave to reapply.

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*. Pursuant to section 77 of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: February 23, 2022

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Residential Tenancy Branch