



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **CNR, LAT, LRE**

The hearing was convened as a result of the Applicant's application under the *Residential Tenancy Act* (the "RTA") for:

- cancellation of a Ten Day Notice for Unpaid Rent and/or Utilities dated January 2, 2022 ("10 Day Notice") pursuant to section 46;
- an order to allow the Applicant to change the locks to the rental unit pursuant to section 31; and
- an order to suspend or sets conditions on the Respondent's right to enter the rental unit pursuant to section 70.

The Applicant and Respondent attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

The Applicant testified he served the Notice of Dispute Resolution Proceeding ("NDRP") on the Respondent's door. The Respondent denied receiving the NDRP.. However, the Respondent admitted he received a copy of the NDRP from the Residential Tenancy Branch. I find the Respondent was sufficiently served with the NDRP pursuant to the provisions of section 71(2)(b) of the Act.

Preliminary Matter – Status of Applicant to Make Application

Rule 7.7 of the *Residential Tenancy Branch Rules of Procedure* states:

7.7 Preliminary matters

At the start of the hearing, the arbitrator will consider any preliminary matters. Preliminary matters include, but are not limited to, questions of jurisdiction, substituted service, adjournment, adding a related matter, amending the application and summoning a witness to provide evidence.

At the outset of the hearing the Respondent admitted the Applicant is not a tenant under the tenancy agreement. I referred to the tenancy agreement and verified the name of the tenant was RM. The Respondent stated he named the Applicant as the tenant in the 10 Day Notice, rather than RM, as there had been problems with the Applicant who was living in the rental unit. I confirmed with the Applicant that he was a roommate of RM.

The Respondent had the option of naming and serving the tenant named in the tenancy agreement with a 10 Day Notice to End Tenancy for Unpaid Rent and/or Utilities. Instead, he named an occupant of the rental unit as the tenant. I told the Respondent that 10 Day Notice did not comply with the form and content requirements of section 52 of the Act as it failed to name a party who named as a tenant in the the tenancy agreement.

As the Applicant is not a party to the tenancy, he does not have status under the Act to make an application for dispute resolution. As such, I must dismiss this 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*.

Dated: April 12, 2022

Residential Tenancy Branch