



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT

Introduction

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

- a monetary order for compensation for loss or money owed under the *Act*, regulation or tenancy agreement pursuant to section 67.

While the tenant attended the hearing by way of conference call, the landlords did not. I waited until 1:50 p.m. to enable the landlords to participate in this scheduled hearing for 1:30 p.m. The tenant was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the tenant and I were the only ones who had called into this teleconference.

The tenant was clearly informed of the RTB Rules of Procedure Rule 6.11 which prohibits the recording of a dispute resolution hearing. The tenant confirmed that they understood.

Preliminary Matter: Does the Residential Tenancy Branch have jurisdiction to hear the dispute between the parties?

The tenant testified in the hearing that they were illegally evicted from their rental unit, and wanted a finding confirming that they were wrongfully evicted.

The tenant testified that they had served the landlords by way of registered mail on January 23, 2022, but did not know the legal names of the landlords. The tenant testified that the landlords refused to identify themselves. The tenant is also extremely unhappy about the conduct of the police in relation to this matter, and wanted the RTB to provide the tenant with a finding that the eviction was illegal.

Analysis

The definitions of a “tenancy” and a “tenancy agreement” are outlined in the following terms in section 1 of the *Act*:

“tenancy” means a tenant’s right to possession of a rental unit under a tenancy agreement;

“tenancy agreement” means an agreement, whether written or oral, express or implied, between a landlord and a tenant respecting possession of a rental unit, use of common areas and services and facilities, and includes a license to occupy a rental unit.

Section 58 and 62 of the Act speaks to determining disputes under the Residential Tenancy Act, authority respecting dispute resolution proceedings.

Determining disputes

58 (0.1) In this section, **“landlord”** includes a purchaser as defined in section 49 who, under section 49 (5) (c), asks a landlord to give notice to end a tenancy of a rental unit.

(1) Except as restricted under this Act, a person may make an application to the director for dispute resolution in relation to a dispute with the person's landlord or tenant in respect of any of the following:

- (a) rights, obligations and prohibitions under this Act;
- (b) rights and obligations under the terms of a tenancy agreement that
 - (i) are required or prohibited under this Act, or
 - (ii) relate to
 - (A) the tenant's use, occupation or maintenance of the rental unit, or
 - (B) the use of common areas or services or facilities.

Director’s authority respecting dispute resolution proceedings

62 (1) Subject to section 58, the director has authority to determine

- (a) disputes in relation to which the director has accepted an application for dispute resolution, and

(b)any matters related to that dispute that arise under this Act or a tenancy agreement.

In light of the testimony and evidence before me, although a tenancy may have existed between the tenant and their landlords, I am not satisfied that the named parties in the tenant's application, JD and JD, were in fact the tenant's landlords. As the tenant stated in the hearing, the tenant did not know the identity of their landlords. I am not satisfied that a tenancy existed between the tenant applicant and the respondents named in this application, and therefore I do not have authority to hear and make any findings in relation to this dispute.

I decline to hear this dispute 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: August 11, 2022

Residential Tenancy Branch