



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, LRE, OLC, AAT

Introduction and Preliminary Matters

On May 8, 2022, the Applicant made an Application for Dispute Resolution seeking to cancel a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (the “Notice”) pursuant to Section 46 of the *Residential Tenancy Act* (the “Act”), seeking to restrict the Landlord’s right to enter pursuant to Section 70 of the *Act*, seeking an Order to comply pursuant to Section 62 of the *Act*, and seeking to allow access to the rental unit pursuant to Section 30 of the *Act*.

On May 17, 2022, this matter was set down for a hearing on August 18, 2022 at 11:00 AM.

Rule 7.1 of the Rules of Procedure stipulates that the hearing must commence at the scheduled time unless otherwise decided by the Arbitrator. The Arbitrator may conduct the hearing in the absence of a party and may make a Decision or dismiss the Application, with or without leave to re-apply.

The Applicant did not attend the hearing at any point during the 21-minute teleconference. R.G., and B.C. attended the hearing as they were named Respondents on this Application, and T.L. attended the hearing as an advocate for B.C.

At the outset of the hearing, I informed the parties that recording of the hearing was prohibited and they were reminded to refrain from doing so. As well, all parties in attendance provided a solemn affirmation.

R.G. advised that she should not have been named a Respondent in this Application as she never was a Landlord by definition of the *Act*. She stated that her father was the Landlord of the rental unit, and that she was attending this hearing as an agent for him.

B.C. advised that she and the other named Respondent, J.C., should also not have been named Respondents in this Application as they were never a Landlord by definition of the *Act*. She testified that she and co-Tenant J.C. rented the entire property, that they signed a tenancy agreement with R.G.'s father, who was the Landlord, and they then brought the Applicant in to live with them as an occupant under their tenancy.

R.G. confirmed that the only tenancy agreement was signed between her father, the Landlord, and B.C. and J.C. as his Tenants. She testified that the Applicant has never signed a tenancy agreement with her father, and that the Applicant has paid no monies to either her or the Landlord. As such, there is no Landlord/Tenant relationship that has been established between the Landlord and the Applicant. As well, she confirmed that the rental unit address noted on the Application was incorrect.

Furthermore, all parties acknowledged that the tenancy had ended on or around August 1, 2022.

Given that the Applicant did not attend the hearing, and as the tenancy is over, I have dismissed this Application without leave to reapply. Moreover, based on undisputed testimony, there is no evidence before me that the Applicant would be considered a Tenant by definition of the *Act*. In addition, there is no evidence that a Landlord/Tenant relationship was ever established between the Applicant and the Landlord. As it is evident that this person was an occupant of Tenants B.C. and J.C., she does not have any rights or obligations under the *Act*. Furthermore, as there has been no Landlord/Tenant relationship established, the Applicant would not be permitted to make this Application against the Landlord or the people she named as Respondents. This is another reason why this Application is dismissed without leave to reapply.

I have amended the Style of Cause on the first page of this Decision to reflect that H.G. is the Respondent as he is the Landlord of the rental unit. However, again, there is no relationship between him and the Applicant. In addition, I have removed R.G., B.C., and J.C. as Respondents on this Application as they are not a party to this Application. Moreover, I have also amended the dispute address to correct this error as well.

Conclusion

The Applicant's Application is dismissed 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: August 18, 2022

Residential Tenancy Branch