



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with an Application for Dispute Resolution by the Applicant filed under the *Residential Tenancy Act* (the “Act”) to cancel a One Month Notice to End Tenancy for Cause.

Both parties appeared.

The Applicant JO indicated that they received notification that they are required to vacate the premises because the tenant passed away on August 25, 2022, and the tenant’s estate gave notice to end the tenancy effective September 30, 2022.

JO indicated they were added to the tenancy agreement as an occupant in order to obtain a parking spot. JO stated they always paid their share of rent to the tenant, and then directly to the landlord starting in August 2022.

The landlord submits that JO is not a tenant and any rent received directly from JO is accepted for use as occupancy only as they were not reinstating or creating a tenancy with JO.

Filed in evidence is a tenancy agreement that shows JO as an occupant, a death certificate of the tenant and correspondence with tenant’s estate showing they gave notice to end the tenancy.

Filed in evidence is an email from the landlord to JO stating any rent received will be accepted for use and occupancy only. This means they were not creating a tenancy agreement with JO.

In this case, JO was never added to the tenancy agreement as a tenant before the tenant died on August 25, 2022. Any changes to the tenancy agreement must be done in writing.

JO remained as a listed occupant under the terms of that agreement. The estate of the tenant has ended the tenancy effective September 30, 2022. The estate of the tenant is responsible to ensure all occupants under that tenancy agreement are removed as their liability continues until the landlord receives vacant possession.

I find JO is not a tenant under the tenancy agreement, they are an occupant. An occupant has not legal rights or obligation under the Act or the tenancy agreement.

While I accept that JO the occupant, may have paid rent to the landlord; however, the landlord was not creating a tenancy with JO as the receipt and email from the landlord states this is for use of occupancy only.

I find the Residential Tenancy Branch has no jurisdiction over this matter. JO is an occupant, and the estate of the tenant had the right to end the tenancy on behalf of the tenant and as a result any occupants under that agreement are required to vacate the rental unit. I find JO has no legal rights to remain in the rental unit and must vacate.

Conclusion

JO the Applicant is an occupant under the Act and as no legal rights or obligation under the Act. Therefore, I dismiss the Application for lack of jurisdiction.

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: October 03, 2022

Residential Tenancy Branch