



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

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DECISION

Dispute Codes CNR-MT, CNC-MT, MNDCT, RR, AAT, PSF, AS, OLC

Introduction

The applicant sought various relief under the *Residential Tenancy Act* (the “Act”).

A dispute resolution hearing was held by teleconference on December 2, 2022 at 11:00 AM. The applicant gave oral evidence that a Notice of Dispute Resolution Proceeding was served in person on an assistant manager of the landlord on the Sunday after the Residential Tenancy Branch emailed it to him. This would make the service date to be Sunday, July 24, 2022. I therefore find that the respondent was duly served in compliance with the Act and the *Rules of Procedure*.

No one from the respondent attended the hearing, which ended at 11:11 AM.

Preliminary Issue: Jurisdiction

It should be noted that the two notices to end tenancy for which the applicant had sought to dispute did not name him as a tenant in a tenancy that existed between one Ms. J.S. and the landlord Rex Holdings Ltd. Nor is there any written tenancy agreement which includes the applicant as a party to the tenancy.

The applicant testified that he paid rent to the landlord, that the landlord accepted three months of rent (after the tenant vacated the rental unit in January 2022) but that they then refused to accept rent after this. While there is a copy of a money order which includes the applicant's and respondent's names, there is no documentary proof that the respondent landlord ever accepted the applicant as a tenant.

There is a written statement submitted by the applicant, purportedly written by the tenant. In the statement, the tenant states that the applicant came to live with her in November 2021. The applicant was her boyfriend and the tenant “had promised to add him to the lease but it slipped my mind.” The parties then ended their relationship, she moved to Alberta, and the applicant continued to reside in the rental unit.

The tenant then states that the applicant transferred her the rent for January, February, and March 2022, and that she in turn paid the rent to the landlord. She then forgot to send the rent in April. No further efforts appear to have been made by the tenant to add the applicant to the tenancy.

Based on these facts, I am not persuaded that the applicant was ever a tenant on this tenancy. As such, the applicant has no legal standing under the Act to make any claims, including his claim for compensation, against the respondent landlord.

The application is therefore dismissed for want 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 Act.

Dated: December 3, 2022

Residential Tenancy Branch