



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes **OPL, FFL**

Introduction

This hearing dealt with an application by the applicant pursuant to the Residential Tenancy Act (“the Act”) for orders as follows:

- for an order of possession pursuant to section 55 of the Act
- for reimbursement of the filing fee pursuant to section 72 of the Act

Both parties attended the hearing with the applicant GS appearing. The respondent appeared by agent TS.

The hearing was conducted by conference call. The parties were reminded to not record the hearing pursuant to Rule of Procedure 6.11. The parties were affirmed. All parties were given a full opportunity to be heard, to present testimony, to make submissions, and to call witnesses.

The respondent confirmed receipt of the Two Month Notice to End Tenancy (“Two Month Notice”) dated October 31, 2022, with an effective date of January 1, 2023 as well as the applicant’s dispute notice and materials. The applicant confirmed receipt of the respondent’s materials. Service for both parties complies with sections 88 and 89 of the Act.

Preliminary Matter - Jurisdiction

The applicant is not named as a party to the tenancy agreement. At the hearing she stated she was unaware that the respondent was renting the rental unit. She stated that she was a co-owner of the rental unit.

The landlord named in the tenancy agreement appeared as an agent for the respondent tenant. He stated that he was the landlord, and there has been a formal tenancy agreement in place between himself and the respondent for 25 years. He stated that the applicant was aware of the tenancy in the rental unit.

Section 1 of the Act defines landlord as follows:

"landlord", in relation to a rental unit, includes any of the following:

- (a) the owner of the rental unit, the owner's agent or another person who, on behalf of the landlord,
 - (i) permits occupation of the rental unit under a tenancy agreement, or
 - (ii) exercises powers and performs duties under this Act, the tenancy agreement or a service agreement;
- (b) the heirs, assigns, personal representatives and successors in title to a person referred to in paragraph (a);
- (c) a person, other than a tenant occupying the rental unit, who
 - (i) is entitled to possession of the rental unit, and
 - (ii) exercises any of the rights of a landlord under a tenancy agreement or this Act in relation to the rental unit;
- (d) a former landlord, when the context requires this;

Section 2 of the Act states that the Act applies to tenancy agreements, rental units and other residential property.

I find based on the evidence of both parties that the applicant is not the landlord, exercises no powers in respect of the tenancy agreement, and does not exercise any rights of a landlord. The applicant has not provided evidence in support of her claim that she is a co-owner of the rental unit. The tenancy agreement was provided in evidence and the applicant is not listed on the agreement as a party to the tenancy.

The individual listed as the landlord in the tenancy agreement, and who appeared as agent for the respondent, disputes the applicant's authority to end the tenancy.

I am not satisfied that there is a landlord tenant relationship between the applicant and respondent. I am satisfied that there is a tenancy agreement in place and the applicant is not a party to the tenancy agreement. Therefore I have no jurisdiction to make any findings or orders under the Act.

Conclusion

I have no jurisdiction under the Act.

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: February 22, 2023

Residential Tenancy Branch