



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      Tenant: CNR CNL OLC  
Landlord: OPL FF

### Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties. The participatory hearing was held, via teleconference, on October 16, 2023.

The Landlord and the Tenant both attended the hearing. All parties provided affirmed testimony and were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

### *Tenant's application*

The Tenant stated he sent his Notice of Dispute Resolution Proceeding and evidence package to the Landlord by registered mail on June 21, 2023. Tracking information was provided showing the Landlord received this package on June 23, 2023. I find this package was sufficiently served. The Tenant stated he did not serve his amendment, as he didn't know he had to. As stated in the hearing, since that amendment has not been served, it is not accepted, and the only issues I will consider from the Tenant's application are those noted on the original application (to dispute a 2 Month Notice to End Tenancy for Landlord's Use(the 2-Month Notice)).

### *Landlord's application*

The Landlord cross applied for an order of possession based off the 2 Month Notice. She sent her Notice of Dispute Resolution Proceeding package to the Tenant via email, which the Tenant acknowledged getting. I find the Landlord's Notice of Dispute Resolution Proceeding was sufficiently served.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence submitted in accordance with the rules of procedure, and evidence that is relevant to the issues and findings in this matter are described in this Decision.

#### Preliminary and Procedural Matters - Sever

The Tenant applied for multiple remedies under the *Act* a number of which were not sufficiently related to one another.

Section 2.3 of the Rules of Procedure states that claims made in an Application must be related to each other and that arbitrators may use their discretion to dismiss unrelated claims with or without leave to reapply.

After looking at the list of issues before me at the start of the hearing, I determined that the most pressing and related issues in both applications deal with whether or not the tenancy is ending. As a result, I exercised my discretion to dismiss, with leave to reapply, all of the grounds on the Tenant's application with the exception of the following ground:

- to cancel a 2-Month Notice to End Tenancy for Landlord's use of the property (the "Notice").

Further, since the issues that the Landlord has cross-applied for all relate to the Notice and the end of the tenancy, they will be considered in this hearing.

#### Preliminary and Procedural Matters – incorrect parties

The Landlord provided a copy of the tenancy agreement into evidence, which shows that she rented the whole house to an individual named MK. Right from the start, MK moved into the house (upper and lower suites) with the person named as the Tenant on this application, AT. However, AT was never added to the tenancy agreement as a Tenant. The tenancy agreement in place between MK and the Landlord was month to month, and around June 2023, the Landlord issued a 2 Month Notice to MK. MK is clearly named as the Tenant on that Notice, and she is also named as the Tenant on the tenancy agreement.

I note this application was filed by AT to dispute a 2 Month Notice issued to MK. However, since AT is not a Tenant, and is not an agent for MK, I find he lacks the legal

standing to file this application to cancel a 2 Month Notice that was issued to MK. Only MK or an agent of MK can file an application to cancel a 2 Month Notice issued to her.

Further, the Landlord filed for an order of possession, based off a 2 Month Notice she issued to MK, but she filed the application against AT. If the Landlord wanted to obtain an order of possession based off that 2 Month Notice, she should have filed the application against the Tenant, MK, who was named on that Notice. In this case, none of this was done properly, and I hereby dismiss both applications, in full, without leave.

The 2 Month Notice issued in June 2023 is hereby cancelled. Should the Landlord wish to end the tenancy by way of a 2 Month Notice, she will need to re-issue a new 2 Month Notice, and ensure it is served and enforced on the correct party.

This decision does not impact any other Notices to End Tenancy (10 Day or 1 Month Notice), since the application was not filed to include those grounds (amendment was not filed properly as noted above). This does not extend any statutory timelines for those other Notices to End Tenancy.

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 16, 2023

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Residential Tenancy Branch