



# Dispute Resolution Services

Residential Tenancy Branch  
Ministry of Housing and Social Development

## Dispute Codes:

OPR, MNR, MNSD, FF

## DECISION AND REASONS

At the onset of the hearing, the Tenant questioned whether this matter is in the jurisdiction of the Residential Tenancy Act. The Tenant testified that she is not a tenant, but a co-owner of the property. The Tenant testified that in August, 2009, she gave the Landlord \$4,000.00, representing the amount that the Landlord had invested in the property, and took part ownership of the property. The Tenant stated that she has evidence of the \$4,000.00 payment, but did not provide it to the Landlord or to the case file. The Tenant testified that she is not on Title, because the Landlord is locked in to a 5 year mortgage. The Tenant testified that she does not pay rent, but is responsible for paying half of the mortgage, half of the house insurance, half of the property taxes and half of the repairs on the house.

The parties agreed that there is no written Tenancy Agreement.

The Landlord's agent was not knowledgeable enough about the tenancy to refute the Tenant's claim that she is a co-owner. The Landlord's agent testified that the Landlord was not able to be present at the Hearing because she could not get time off work.

I dismissed the Landlord's application, with leave to re-apply, in order to allow the Tenant to provide evidence, and for the Landlord to arrange to be present in order to give testimony to prove that the Tenant is a tenant.

### Conclusion

I dismiss this application with leave to reapply.

March 4, 2009

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