

DECISION

Dispute Codes ET

This hearing was scheduled to hear the landlord's request for an early end of tenancy and Order of Possession. The respondent did not appear at the hearing. The applicant testified that he personally served the respondent with notice of this hearing on March 11, 2010 but that the respondent was unable to attend this hearing as the respondent was sleeping. When asked how the applicant knew the respondent was sleeping, the applicant stated that the respondent was sleeping in the applicant's bed as she frequently does.

Upon further enquiry, the applicant stated that he has a tenancy agreement with the owner of the property and that the respondent pays him rent for a bedroom and shared access to the living areas, bathroom and kitchen. The applicant also stated that he and the respondent have had a personal relationship in the past and that he let the respondent move into the property in December 2009 when she fled an abusive relationship. No rent was collected for the months of December or January 2010; however, funds were received from income assistance on behalf of the respondent for the months of February and March 2010. The applicant acknowledged there is no written tenancy agreement but the applicant had signed some documents for income assistance. The applicant acknowledged that he did not serve a Notice to end tenancy when the respondent did not pay rent for December 2009 or January 2010.

As evidence for the hearing, the landlord provided a list of personal items the applicant claims the respondent stole from him. The applicant also testified that the respondent threatened to break windows in the residential property.

As the applicant was informed during the hearing, the *Residential Tenancy Act*, and my authority to resolve disputes, applies to residential tenancy agreements. While verbal tenancy agreements are recognized by the Act, I must be satisfied that a tenancy agreement exists.

A tenancy agreement is an agreement between a landlord and tenant respecting possession of a rental unit and use of common areas, and includes a license to occupy.

It is highly unusual that tenants and landlords share use of a bed and I find that the parties have interacted in a manner not typically associated with landlords and tenants; thus, I have concerns that this arrangement may be that of a co-habitation arrangement. Given my reservation about the living arrangement I find that the absence of documentation or other evidence that would point to a tenancy agreement does not satisfy me that a tenancy or license to occupy exists in this case. Therefore, I decline to find jurisdiction to resolve this dispute and do not grant an Order of Possession.

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: March 17, 2010.

Dispute Resolution Officer