

DECISION

Dispute Codes CNR, OLC, RR, OPR, MNDC

Introduction

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties .

All testimony was taken under affirmation.

Issues(s) to be Decided

This decision deals with two applications for dispute resolution, one brought by the tenant and one brought by the landlords. Both files were heard together.

The tenants application is a request to have a Notice to End Tenancy cancelled and a request for a monetary order for \$3410.00.

The landlords application is a request for an Order of Possession based on a Notice to End Tenancy for non-payment rent, and a request for a monetary order for \$6,000.00.

Decision and reasons

Before dealing with the claims put forward by the parties on their applications I have dealt with the matter of jurisdiction.

The tenant claims that he has a verbal tenancy agreement with the landlord to live in the rental unit free of charge while doing renovations to the rental unit, and that once the renovations are complete rent will be set at \$500.00 a month and the rent will never be raised.

The landlord testified that she never came to a rental agreement with the tenant, and in fact the tenant moved in without any permission while she was bedridden due to an automobile accident. There was never any agreement for the tenant to do renovations in the rental unit nor was there an agreement that rent would be \$500.00 per month. Why would she agree to rent the unit to the tenant for \$500.00 per month, when she normally collects \$1500.00 per month for this rental unit? There was no agreement whatsoever, the tenant just took advantage of the fact that she was bedridden and unable to deal with having him removed.

It is my finding that the Residential Tenancy Branch has no jurisdiction over this matter as there is insufficient evidence to establish that there is a landlord tenant relationship between these parties.

Conclusion

I declined jurisdiction over both these applications and the parties will have to look to some other jurisdiction to resolve their disputes.

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: June 02, 2010.

Dispute Resolution Officer