



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, DRI and FF

Introduction

This application was brought by the tenant on March 5, 2012 seeking to have set aside a Notice to End Tenancy for unpaid rent dated March 2, 2012.

As a preliminary matter, while the tenant has made application under the *Residential Tenancy Act*, he submits that the agreement governing his occupancy of the rental unit does not fall within the jurisdiction of the *Act*.

This matter is made more complex by the fact that the tenant is a director and shareholder of the corporate landlord and the dispute appears to be somewhat driven by internecine family matters.

In brief, the tenant has been living in the rental unit for approximately two years. Until September 2011, the tenant paid no rent but occupied the rental unit to maintain a presence on the landlord's 81-unit rental complex, and by virtue of his position as CFO of the subject corporate entity.

The tenant was discharged from his duties in September 2011 at which time the landlord requested and received rent of \$1,000 per month for some months. The landlord offered the tenant a rental agreement to commence March 1, 2012 but the tenant declined to sign it and now refuses to pay rent.

The tenant challenges the landlord's right to change the terms of his occupancy on the grounds that the decision to do so was made at an improperly convened meeting of the board of directors.

The property manager concurred that the landlord had never served the tenant with a Notice to End Tenancy for end of employment.

The landlord requested an Order of Possession in support of the Notice to End Tenancy of March 2, 2012.

I find I do not have sufficient information to make a determination as to jurisdiction in this matter.

I have suggested to the landlords that, if they wish to end the tenancy under the *Residential Tenancy Act*, they could serve the tenant with a Notice to End Tenancy for end of employment and make application for dispute resolution for an Order of Possession under that notice.

I would further suggest that they submit a set of minutes and/or resolution from a lawfully convened meeting of the board of directors recording the board's collective decision to end the employment agreement and tenancy, and, if it is available, similar documentation of the creation of the tenancy.

If the landlords should determine that the matter is not a tenancy within the purview of the *Residential Tenancy Act*, they may wish to make application to the Supreme Court of British Columbia for a Writ of Possession.

For the present, in the absence of the materials noted, I find that I do not have sufficient information to assume jurisdiction.

As a matter of note, the landlord had issued a subsequent Notice to End Tenancy for cause, breach of a material term of the rental agreement, on March 21, 2012. The landlord has agreed to retire that notice and take no further action on it.

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 27, 2012.

Residential Tenancy Branch