



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC FF

Introduction

This hearing dealt with an application to cancel a notice to end tenancy for cause. The applicant, AW, and two agents for the respondent, WH Ltd., participated in the teleconference hearing.

Each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. I have reviewed all testimony and other evidence. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Preliminary Issue - Jurisdiction

At the outset of the hearing, I raised the issue with the parties of whether I had jurisdiction under the *Residential Tenancy Act* to hear this dispute. I heard from the applicant and the respondent on this issue, and then adjourned the hearing to make a determination on this matter.

Applicant's Evidence

The applicant, AW, stated that he, the applicant, and the respondent WH Ltd. are the same legal entity, as AW is and has been a shareholder and director of WH Ltd. for over 20 years. WH Ltd. owns and manages a rental building in which AW resides. There is no tenancy. Approximately two years ago, there was no management presence in the building, so AW occupied a unit in the building to provide a corporate presence and also to provide care for his elderly parents, who reside close by.

On December 21, 2011, AW's brother WW improperly called a director's meeting. A director's meeting must be convened only after legal notice of at least 30 days is given, and in this case no proper notice was given. In that meeting, WW and one other director passed a motion as follows: "Motion to relieve [AW] of all details of [the rental building] management and not interfere with [said] management or he will be asked to vacate his

premises at the apartment, and to start to pay \$1,000.00 per month rent starting January 1, 2012.” AW and one other director opposed the motion. AW stated that the minutes of this meeting, submitted as evidence by the respondent, are fabricated.

AW stated that there was no tenancy before December 21, 2011, and he did not agree to the formation of a tenancy on December 21, 2011 or at any other time.

Respondent's Submissions

AW took over as manager of the rental building and then moved in without permission. AW started paying rent of \$1000.00 per month in September 2011, and continued to pay monthly rent until February 2012.

Analysis

I find that I do not have jurisdiction to hear this matter, as there is insufficient evidence that a tenancy ever existed. AW, the occupant of the unit in question, clearly has a corporate relationship with WH Ltd., which owns the building, and he performed management functions for the corporation. There was clearly no tenancy agreement formed between AW and the respondent in the meeting on December 21, 2011, as AW opposed the motion to essentially force him to become a tenant. The meeting itself may not have complied with corporate requirements. The respondent failed to provide sufficient evidence that the payments of \$1000 per month from September 2011 to January 2012 were rent payments.

Conclusion

I decline jurisdiction to hear this matter.

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: April 23, 2012.

Residential Tenancy Branch