



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **Decision**

### **Dispute Codes:**

CNR, DRI, FF

### **Introduction**

This hearing dealt with an Application for Dispute Resolution by the tenant to cancel a Ten-Day Notice to End Tenancy for Unpaid Rent dated January 3, 2013 and to dispute an additional rent increase.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The participants had an opportunity to submit documentary evidence prior to this hearing, and the evidence has been reviewed. The parties were also permitted to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the evidence and testimony provided.

Although the application stated that the applicant was disputing a 10-Day Notice to End Tenancy for Unpaid Rent, and a noncompliant rent increase, at the outset of the hearing, the applicant clarified that his position was that no tenancy ever existed at all. According to the applicant, until he recently resigned, he was solely located on the premises as an assistant manager. The tenant also testified that no rent changed hands and no tenancy relationship was ever formed with this landlord.

The applicant stated that he now no longer resides in the building.

### **Issue(s) to be Decided**

Is this a tenancy relationship governed by the Residential Tenancy Act?

Does the tenant owe rental arrears?

### **Background and Evidence**

Submitted into evidence was a copy of the 10-Day Notice to End Tenancy dated January 3, 2013, a copy of a 10-Day Notice to End Tenancy for Unpaid Rent dated December 2, 2012, copies of communications, written testimony and proof of service.

The applicant stated that he moved into the building and functioned as an assistant manager. The applicant testified that he had never been required to pay rent and never agreed at any time to be a tenant.

The applicant stated that, after an employment-related dispute with the respondent landlord, he was suddenly told that he owed rent of \$600.00 for November 2012. The applicant stated that he refused to pay because he had never agreed to become a tenant. The applicant testified that he was served with a 10-Day Notice to End Tenancy for Unpaid Rent on January 3, 2013, after which he gave his own written notice to end his employment as assistant manager.

The landlord testified that there was a tenancy, but acknowledged that the tenant was initially granted free lodging as a charitable gesture at first because there was a vacant unit. According to the landlord, the tenant was in the process of setting up a legal marijuana grow operation and was permitted to reside temporarily in a unit in the complex while making these arrangements. The landlord denied that there was ever an employment relationship with the tenant and stated emphatically that the tenant was never assigned as an assistant manager in the complex. The landlord testified that when the landlord asked the tenant to pay rent in December, he initially agreed to get the funds to pay from a relative. However the tenant later refused to pay stating that he was an "assistant manager".

### **Analysis**

With respect to the 10-Day Notice to End Tenancy for Unpaid Rent, I find that, even if there was a tenancy, it ended prior to the hearing date. Therefore the portion of the 10-Day Notice purporting to end the tenancy would be moot in any case.

In regard to the applicant's position that there was no tenancy agreement in the first place, I find that no written agreement was submitted into evidence to confirm that a valid tenancy relationship had formed. With respect to whether or not a verbal tenancy agreement was in place, each party gave verbal testimony that contradicted the other's version of what type of agreement, if any, had originally made between them to govern their relationship.

Given the disputed verbal testimony and in the absence of any documentary verification confirming a tenancy relationship, I find am not able to determine the existence of a genuine tenancy that is governed by the Residential Tenancy Act, nor that the applicant was a tenant and the respondent was a landlord, as defined in the Act.

For this reason, I decline to make a determination on this dispute, other than a finding of fact that I lack authority under the Act because no tenancy agreement was proven to have been established between this applicant and respondent.

**Conclusion**

Jurisdiction over this dispute is declined as no tenancy relationship has been proven to exist.

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: January 30, 2013

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Residential Tenancy Branch

