



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

Decision

Dispute Codes: CNL, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to cancel a Two Month Notice to End Tenancy for Landlord's Use.

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.

At the outset of the hearing, parties gave testimony that clarified there was no genuine tenancy agreement in existence.

Apparently the applicant, who is the current resident, has lived in this home since 1996 but pays no rent to the owner. The parties testified that, in the past a loan was made to the owner by the current resident, and the resident was permitted to live in the home.

However, according to the landlord, this loan was paid off some time ago and the occupant has refused to vacate. The landlord issued a Two Month Notice to End Tenancy for Landlord's Use in an effort to terminate the occupancy of the applicant.

Analysis

In regard to the issue of whether or not this arrangement is considered a tenancy, I find that no written agreement was submitted into evidence to confirm that a valid tenancy relationship had ever been formed.

With respect to whether or not a verbal tenancy agreement was in place, I find that the parties had been involved in a long term arrangement allowing the respondent to occupy the rental unit that did not entail the exchange of rent.

Given the above, I find am not able to determine that a genuine tenancy governed by the Residential Tenancy Act exists. I find that the applicant is not a tenant, and the respondent is not 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 exist.

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: June 03, 2013

Residential Tenancy Branch