



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ET FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Applicant to end the tenancy early and obtain an order of possession, and to recover the filing fee.

Only the applicant attended the hearing. As the respondent did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the “Notice of Hearing”) was considered. The applicant testified that she served the respondent via registered mail on August 10, 2013 and submitted a tracking number in evidence. The applicant stated that she addressed the registered mail package which included the Notice of Hearing and evidence to the respondent’s dispute address, her suite, and that the respondent continues to reside in her suite. The applicant testified that she tracked the registered mail package online, and that according to the online tracking information, the registered mail package has not been signed for by the tenant as of the date of the hearing. I find the respondent was duly served on the fifth day after mailing, in accordance with the *Act*, which would be August 15, 2013.

### Preliminary issue and Background

The first issue that I must decide is whether the *Act* has jurisdiction over the parties in order to proceed with the application.

The applicant testified that she permitted the respondent to live in her suite as a “caretaker” and that she did not assign a value to this arrangement. The applicant confirmed under oath that she did not charge the respondent rent and that there was no due date for rent, as no rent was being charged. The applicant stated that this arrangement was made verbally, and that there was no written agreement between the applicant and the respondent.

The applicant stated that the respondent agreed to move out of her suite as of August 31, 2013.

### Analysis

Based on the applicant's testimony, I find the following.

Section 2 of the *Act* states that the *Act* applies to tenancy agreements and section 13 of the *Act* sets out the requirements for tenancy agreements. In the matter before me, the applicant permitted a "caretaker" to reside in her suite but did not assign a value to the caretaker arrangement, nor did the applicant request rent to be paid, or specify a date on which the rent was to be paid.

As a result, **I find** that a tenancy agreement has not been formed under the *Act*, and I do not have jurisdiction to hear this dispute as a result. Therefore, **I dismiss** this application **without leave to re-apply**.

### Conclusion

The applicant's application is dismissed due to lack of jurisdiction.

For the benefit of both parties, I am including a copy of *A Guide for Landlords and Tenants in British Columbia* with my Decision.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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: August 22, 2013

---

Residential Tenancy Branch

