



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNL

### Introduction

This hearing dealt with the Occupant's Application for Dispute Resolution, seeking to cancel a two month Notice to End Tenancy issued by the Owner.

Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant facts and issues in this decision.

### Issue(s) to be Decided

Is this matter under the jurisdiction of the *Residential Tenancy Act* (the "Act")?

If there is jurisdiction, should the Notice be cancelled?

### Background and Evidence

The Owner of the property began the hearing by explaining why the two month Notice to End Tenancy had been issued. I note the Notice was not completed in the approved form since no reasons had been given in the Notice on why the Notice was being issued, or, why the alleged tenancy was supposed to end. I do note that the reasons were set out in a letter from legal counsel for the Owner to the Occupant.

The Owner and his legal counsel submitted that jurisdiction in this matter was in issue, since the matter arose through unusual circumstances.

The Owner testified that he and the Occupant had been in a dating relationship for approximately six months. The Owner denies living with the Occupant in the subject property. He testified and it was submitted that the property had been purchased out of a foreclosure proceeding and the intent was that he would live with the Occupant in the property. Both parties had to move to the subject property and they had or began to move in around July 26, 2013.

The Owner testified that the relationship with the Occupant ended on or about July 31, 2013. The Owner testified that after the relationship ended he offered to rent the property to the Occupant at a fair market value, and that he would request a security deposit and pet damage deposit, and a lease be entered into. He testified that this had been done by verbal request to the Occupant. He testified that the Occupant told him she would seek legal advice, although he had not heard from the Occupant whether she had obtained legal counsel.

Legal counsel for the owner submitted that because the relationship was so short, there was no legal obligation for the Owner to support the Occupant.

In response, the Occupant testified that she and the Owner were going to live together in the property and that they had moved into the property together. She testified they had looked for a house together and were moving in together. She testified she cooked and cleaned for the Owner, and he spent time with her child. She submitted she had done significant cleaning at the property.

The Occupant testified that she did not discuss any tenancy agreement with the Owner. She testified that she offered to contribute to the household, but she did not discuss a rental with the Owner. The Occupant explained she was going to contribute when she got her business up and running. The Occupant testified that she had a fight with the Owner on October 31, 2013, and he left.

### Analysis

Based on the above, the evidence and testimony, and on a balance of probabilities I **find that this Application must be dismissed, as there is no jurisdiction under the Act.**

The legislation under the Act does not give the Branch the authority to hear all disputes regarding every type of relationship between two or more parties. The Act only confers jurisdiction over landlords, tenants, and in some instances, strata corporations.

The Act requires that there be an agreement, whether written, oral or implied, between a landlord and a tenant regarding possession of a rental unit. The common law also requires that a contract be made between parties, again, whether written, oral or implied.

In this instance, the parties were involved in a relationship when they contemplated moving into the property. That relationship ended; however, there has been no agreement between them on the effect this would have on the subject property or on terms or conditions that would construe a tenancy agreement. I do not find that there was a contract for rental of the property established.

As there has been no tenancy agreement between the parties, I find that no tenancy relationship has been established at the time of this hearing.

For these reasons I find there is no jurisdiction under the Act and therefore, the Application is dismissed and the file is closed. The parties may seek legal advice on their next steps.

I note that since there is no jurisdiction under the Act, the Notice to End Tenancy issued was void from the outset (*void ab initio*).

### Conclusion

I find there is no jurisdiction under the Act in this matter.

The parties may seek legal advice on their next steps.

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 Act.

Dated: January 06, 2014

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Residential Tenancy Branch

