Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Vancouver Eviction Services
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes   CNR, MT, AAT, LAT, OPT, FF

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the "Act") for Orders as follows:

1. An Order cancelling a notice to end tenancy – Section 46;
2. More time to make an application to dispute a notice to end tenancy – Section 66;
3. An Order of Possession – Section 54;
4. An order authorizing the tenant to change the locks – Section 70;
5. An Order allowing access to the unit for the tenant – Section 70; and
6. An Order to recover the filing fee for this application - Section 72;

Issue(s) to be Decided

Is the dispute governed by the Act?

Background and Evidence

The Tenant states that on January 2 or 3, 2014 the Tenant received a 10 day notice to end tenancy from the Landlord. The Tenant states that the house he is living in is not a rental unit. The Tenant states that the house was purchased in 2006 by the Landlord while they were in a personal and business relationship. The Tenant states that the Parties agreed that the Tenant would live in the house to make renovations to the house and to maintain the house in order to improve its future value for resale. The Tenant states that he alone has lived in the house and made the renovations since the purchase. The Tenant states that he is not under a tenancy agreement, implied or

otherwise and that no rental monies were ever asked for or paid. The Tenant argues that the Act does not cover this situation and that there is no jurisdiction for the dispute to be settled under the Act. The Tenant states that he has a beneficial interest in the house as a result of the renovations done to improve the house.

The Landlord states that the house was originally bought for investment purposes. The Landlord states that it was agreed between the Parties that the Landlord would purchase a house needing repairs and that the Tenant would occupy the house for a reduced rent of $1,500.00 per month and make the renovations to the house. The Landlord states that the Tenant could not afford this amount of rent so the Landlord agreed that no rent would be payable on the condition that the Tenant put more work into the house. The Landlord states that a year after the unit was purchased the personal relationship ended but that the Tenant remianed his best friend and like a family member to the Landlord. The Landlrod states that no rental monies were ever collected and that the Tenant has not made renovations to the extent required.

Analysis

Section 1 of the Act provides the following definition:

> **"tenancy agreement"** means an agreement, whether written or oral, express or implied, between a landlord and a tenant respecting possession of a rental unit, use of common areas and services and facilities, and includes a licence to occupy a rental unit

While it is clear that there was an oral agreement for the Tenant to occupy the house, given the Landlord's evidence that no amount of rent was ever taken, I prefer the Tenant's evidence that no amount of rent was contemplated for the occupancy of the house. Given the Landlord's evidence that the house was purchased in need of repairs, was originally purchased as an investment and the undisputed evidence that the Tenant did carry out renovations to the house, it appears more likely that the arrangement to occupy the house was for business purposes and is much more than a licence to

occupy or a tenancy. I therefore find that there is no tenancy agreement and that this dispute is not a dispute that may be resolved under the Act. I therefore dismiss the Tenant's application.

Conclusion

The Tenant's application is dismissed.

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: March 10, 2014

_____
Residential Tenancy Branch