



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT, CNC

Introduction

This hearing was convened by way of conference call in response to the tenant's application for more time to file an application to cancel a Notice to End Tenancy and to have a One Month Notice to End Tenancy cancelled.

The applicant, a party assisting the applicant and a co-landlord attended the conference call hearing. The parties gave sworn testimony.

Issue(s) to be Decided

- Is the applicant entitled to more time to cancel the Notice to End Tenancy?
- If so is the applicant entitled to have the Notice to End Tenancy set aside?
- Do I have jurisdiction in this matter?

Background and Evidence

The parties entered into a discussion about whether or not a tenancy existed. The applicant testified that he had an agreement with the respondent that he could live on the property for the rest of his life. The applicant testified that he does not pay rent, has not entered into a tenancy agreement and did not pay a security deposit. The co-landlord attending the hearing is the applicant's brother.

The party acting for the respondent agreed that he is the brother of the applicant and they did have an agreement in place that the applicant could live in the cabin on the property for the rest of his life or until the applicant decided to move. The party acting for the respondent testified that there have been some incidents involving the applicant's dog and the respondent wants the applicant to take responsibility for the dog. The party acting for the respondent agreed that the applicant does not pay rent and they have not entered into a tenancy agreement with the applicant. They do not want the applicant to move out as they did have this agreement with him to live there as long as he wanted.

Analysis

I have considered the explanations put forth by both parties. The parties agreed that this was not a tenancy and is more in line with a family arrangement for the applicant to live in a cabin on the same property as the respondent. As no rent is paid, no security deposit has been paid and no tenancy agreement exists then I find that the *Residential Tenancy Act* does not apply and I decline jurisdiction in this matter.

Conclusion

As I have declined jurisdiction in this matter, this application is dismissed without leave to reapply.

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: May 29, 2014

Residential Tenancy Branch

