



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

PS's Application: CNR; FF

SL's Application: OPR; MNR; FF

Introduction

This matter was scheduled to hear cross applications. SL seeks an Order of Possession and a Monetary Order for unpaid rent; and to recover the cost of the filing fee.

PS seeks to cancel a Notice to End Tenancy for Unpaid Rent; and to recover the cost of the filing fee.

The parties gave affirmed testimony at the Hearing.

Preliminary Matter: Does the Residential Tenancy Act have jurisdiction?

SL owns a manufactured home which she rents to her son ("EL"). In April, 2014, EL moved out of the manufactured home because he is under a Court Order to have no contact with PS. SL testified that PS had no right to be in the manufactured home because she is not on the rental agreement and has not paid any rent since EL moved out.

PS stated that she is EL's common law wife. She stated that SL tried to get her to pay rent, but that she refused because she pays her half of the rent to EL, in cash.

Analysis

The dispute resolution process considers applications between **tenants and landlords** as they relate to **tenancy agreements** and rights, obligations and prohibitions under the *Residential Tenancy Act* (the "Act").

Section 1 of the Act defines "tenancy agreement" as follows:

"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;

(emphasis added)

The parties agree that no tenancy agreement exists between them and that no rent has been paid directly by PS to SL. Based on the testimony of the both parties, I find that no tenancy agreement as defined by the Act and I decline jurisdiction. I find that PS is an occupant only, with no rights or obligations under the Residential Tenancy Act.

If rent is outstanding, SL's remedy is to provide EL with a Notice to End Tenancy for Unpaid Rent, as EL is her only Tenant as defined by the Act.

Conclusion

I decline jurisdiction in this matter as I find that PS is an occupant and that no tenancy agreement existed between the parties as defined by the Act.

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 13, 2014

Residential Tenancy Branch

