



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC OPT AAT LAT FF O

Introduction

This hearing was convened pursuant to the tenant's application to cancel a notice to end tenancy, as well as for other orders. The tenant and the landlord participated in the teleconference hearing.

The tenant did not submit documentary evidence to support his application. The landlord stated that she faxed in evidence on the date of the hearing. I informed the landlord that her evidence was not before me and it had been submitted too late, so I would not be considering her faxed evidence. Both parties were given the opportunity to give oral testimony and respond to each other. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

At the outset of the hearing I informed the parties that the issue of the notice to end tenancy took precedence, and I only heard evidence on that issue. I will address the remainder of the tenant's application in the conclusion of my decision.

Preliminary Issue – Jurisdiction

The tenant stated that he and the landlord had a verbal agreement that the tenant would rent to own or purchase the property. The tenant stated that he and the landlord are business partners, and he runs the business from the rental unit location. The tenant stated that his agreement with the landlord was that he would pay her \$500 per month in "sweat equity," or work done toward the value of the property.

The landlord stated that she and the tenant were a couple but now they are not. The tenant simply moved himself into the cabin. The landlord stated that he and the tenant agreed that the rent was \$500 per month, and the tenant was to be responsible for

utilities. The landlord stated that the tenant has paid no rent, and he has not had the utilities put into his name.

I am satisfied that the parties did establish a tenancy, with an agreed-upon rent of \$500 per month. I therefore do have jurisdiction to determine this matter.

Issue(s) to be Decided

Is the notice to end tenancy valid?

If so, is the landlord entitled to an order of possession?

Background and Evidence

The tenancy began in February 2014, when the tenant took occupancy of the rental unit. The tenant did not pay the landlord any rent, and on or about May 6, 2014 the landlord served the tenant with a notice to end tenancy for cause. The notice indicated that the cause for ending the tenancy was that the tenant was repeatedly late paying the rent.

In the hearing the landlord orally requested an order of possession.

Analysis

I find that the notice to end tenancy is valid. As set out above, I find that a tenancy was established between the parties, as the landlord and the tenant agreed that the tenant would pay the landlord \$500 per month to occupy the cabin. The tenant has resided in the cabin for more than five months but has paid no rent.

As I find the notice to end tenancy is valid, I dismiss the tenant's application. When a tenant applies to cancel a notice to end tenancy and the application is dismissed, if the landlord orally requests an order of possession in the hearing, I must grant the order. Accordingly, I grant the landlord an order of possession.

As the tenant's application was not successful, he is not entitled to recovery of the filing fee for the cost of his application.

Conclusion

The tenant's application to cancel the notice to end tenancy is dismissed.

As the tenancy has ended, I accordingly dismiss the remainder of the tenant's application.

I grant the landlord an order of possession effective two days from service. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

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: July 7, 2014

Residential Tenancy Branch

