



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR

Introduction

This is an application for an Order Of Possession based on a Notice to End Tenancy for nonpayment of rent, and a request for a Monetary Order in the amount of \$1550.00.

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

Issue(s) to be Decided

The first issue I dealt with is whether or not a residential tenancy exists between the parties as the respondent raised the issue at the beginning of the conference call.

Background and Evidence

The respondent stated that:

- She originally moved into this rental unit, as a rent to own agreement with the previous owners; however that agreement subsequently ended and then she started renting from the previous owners.

- The previous owners decided they no longer wanted to continue with this tenancy, and therefore the applicant, her mother, purchased the property so that she could continue living in this unit.
- There was never any tenancy agreement, or any agreement to pay a fixed amount of rent for this residence, my mother just let me live here as long as I paid the bills.

The applicant stated that:

- She did purchase this unit so that her daughter could continue living here, however she believes there was a tenancy agreement formed.
- She does not have a copy of the tenancy agreement, however, as her daughter never signed one.
- The agreement was that the tenant would pay the mortgage payments which she has failed to do.

Analysis

In the absence of any written tenancy agreement, it is my finding that the applicant has not met the burden of proving that a tenancy exists.

The burden of proving a claim lies with the applicant and when it is just the applicants word against that of the respondent that burden of proof is not met.

In this case, it is just the applicants word against that of the respondent as to whether any tenancy exists and therefore the applicant has not met that burden of proof.

Further, from the testimony provided, it appears that the applicant has allowed occupancy of this unit by the respondent because of the family connection rather than business considerations.

Conclusion

The Residential Tenancy Act has no jurisdiction over the present occupancy of this unit, and I therefore decline jurisdiction over this claim.

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: April 22, 2015

Residential Tenancy Branch

