



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VANAK INTERNATIONAL PROPERTIES LTD (dba) VANAK REALITY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC CNL

Introduction

This matter convened by teleconference hearing on November 22, 2016 and was adjourned to written submissions. An Interim Decision was issued November 22, 2016 ordering both parties to submit evidence to support their position regarding jurisdiction of these matters. As such this final Decision must be read in conjunction with my Interim Decision of November 22, 2016.

Issue(s) to be Decided

Has the Applicant provided sufficient evidence to prove this matter falls within the jurisdiction of the *Residential Tenancy Act* (the *Act*)?

Background and Evidence

The Applicant was ordered to submit all evidence she wished to rely upon to prove jurisdiction to the Respondent and the RTB no later than **December 5, 2016**. No evidence has been received from the Applicant since she filed her application for Dispute Resolution on October 6, 2016.

The Respondent was ordered to submit his evidence relating to jurisdiction to the Applicant and the RTB no later than **No later than December 15, 2016**. The Respondent's evidence was received at the RTB on December 13, 2016 which consisted of, among other things, a tenancy agreement listing a First Nation's Band as the tenant and a mutual agreement to end the tenancy signed by a representative for the First Nation's Band. The Respondent did not submit proof that he served the Applicant with the aforementioned evidence.

Analysis

The *Residential Tenancy Act* applies to tenancy agreements, rental units and residential property. These terms are all defined by the *Act*. A tenancy agreement is an agreement between a landlord and tenant respecting possession of a rental unit and use of common areas. In order to make a determination on this application I must first

be satisfied that the parties named in this dispute meet the definition of landlord and tenant.

An occupant is defined in Residential Tenancy Policy Guideline 13 where a tenant allows a person, who is not listed as a tenant on the tenancy agreement to move into the premises, the new occupant has no rights or obligations under the original tenancy agreement, unless all parties (owner/agent/landlord(s), tenant(s), and occupant) agree to enter into a written tenancy agreement to include the new occupant(s) as a tenant.

Section 62 (2) of the *Act* stipulates that the director may make any finding of fact or law that is necessary or incidental to making a decision or an order under this *Act*.

After careful consideration of the foregoing; documentary evidence; and on a balance of probabilities I find, pursuant to section 62(2) of the *Act*, there was insufficient evidence to prove there was a tenancy agreement in place between the Applicant and Respondent to which the *Residential Tenancy Act* applied. Accordingly, this application cannot proceed for want of jurisdiction.

Conclusion

There was insufficient evidence to prove there was a tenancy agreement between the named parties to which the *Act* applied. As such, the application could not proceed for want of jurisdiction.

This decision is final, legally binding, and 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: December 22, 2016

Residential Tenancy Branch