



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT, CNR

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 dispute a Notice to End Tenancy and for an Order to cancel a 10 Day Notice to End Tenancy for unpaid rent or utilities.

The parties attended the conference call hearing, and were given the opportunity to be heard, to present evidence and to make submissions under oath. The landlord and tenant provided documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing. The parties confirmed receipt of evidence. I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Jurisdictional issues

The matter of the Residential Tenancy Branches' jurisdiction in this matter was raised at the start of the hearing by the tenant's agent. The tenant's agent referred to documents provided in evidence that show that this was a life time estate provided to the tenant by the landlord. This documents states that the Transferor wishes to grant to the transferee a life estate in respect to the property on the terms and conditions set out in this life estate. It transferred the exclusive right to use, occupy and enjoy personally the property for the life of the tenant as long as the life of the tenant, as long as the tenant

keeps the property covered by insurance, maintains the property at his own expense and pays all local and provincial taxes.

The tenant's agent testified that there was no agreement in this document for the tenant to pay rent.

The landlord testified that the life estate was discharged on March 09, 2017 because the tenant broke the terms and conditions of the life agreement.

The tenant's agent testified that there are some issues about the discharge of this life agreement and the lawyer who discharged the life estate agreement. This matter is about to be petitioned in the Supreme Court and the landlord will then be notified of this.

Analysis

I have considered the evidence before concerning jurisdiction in this matter. Where there is a life estate granted to a tenant then in accordance with s. 4(i) of the *Residential Tenancy Act (Act)* which says that the *Act* does not apply to living accommodation rented under a tenancy agreement that has a term longer than 20 years; I find that as this is a life estate then the length of the tenancy is unknown and could likely be for 20 years.

I am also unable to proceed with a matter that is not defined under the *Act* as a tenancy as it is a life estate and not a tenancy agreement.

I therefore decline jurisdiction in this matter.

Conclusion

The tenant's application is dismissed without leave to reapply. The parties are at liberty to seek alternative remedy in a different legal forum.

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 12, 2017

Residential Tenancy Branch