



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL

Introduction

The tenant applies to cancel a two month Notice to End Tenancy for landlord use of property dated September 28, 2017.

She argues as a preliminary matter she argues that the *Residential Tenancy Act* (the “Act”) does not apply to her relationship with the respondent landlord.

Both parties attended the hearing and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

Issue(s) to be Decided

Does the *Act* apply to this relationship? If so, is the Notice a valid Notice to end the tenancy?

Background and Evidence

The rental unit is a six bedroom home of approximately 5400 square feet located on about 7 acres of land. There is another, smaller home, of about 1600 square feet also located on the property and in which the respondent landlord lives (note: the words “landlord” and “tenant” are being used without any predetermination that either party has that legal status).

The land was at one time owned by the applicant tenant’s late husband Mr. P.R. jointly with his brother Mr. T.R. The property had been in the R. family for over 100 years and has been passed down through the R. offspring.

Mr. P.R. passed away in 2010. The land devolved to the remaining joint tenant Mr. T.R.

Mr. T.R. passed away about two years ago. By his will he left the land to his niece, the respondent landlord.

The respondent landlord is the daughter of the applicant tenant and the late Mr. P.R.

The respondent landlord acquired title to the property in August 2017. She wishes to move her family into the larger home and move her mother into the smaller. The parties could not agree on terms. The respondent landlord issued the two month Notice.

The applicant tenant and her late husband built the larger home in the 1981. According to the applicant tenant, she and her family were "in and out" of the home over the years but she has lived there since about 1984. According to the respondent landlord her mother moved in only in 1995.

There is no dispute but that during her occupation of the home the applicant tenant has contributed to property taxes, has insured the home and paid for all its upkeep, as though it was her own property. When the property devolved to her brother-in-law Mr. T.R. she made no written or verbal arrangement with him about her continued occupancy. She did not pay him any money that might be considered to be rent.

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: December 29, 2017

Residential Tenancy Branch