



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing dealt with an application for cancellation of a One Month Notice to End Tenancy for Cause (the One Month Notice) pursuant to section 47 of the *Residential Tenancy Act* ("the Act").

The respondent, the applicant and the applicant's advocate attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

While I have turned my mind to all the documentary evidence, including the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

At the outset of the hearing the applicant referred to a document in their evidence which indicates that the applicant has a financial interest in the unit.

The respondent confirmed that the applicant has a small financial interest in the unit.

### Issue(s) to be Decided

Should the One Month Notice be cancelled? If not, is the respondent entitled to an Order of Possession?

### Background and Evidence

A copy of a notarized document signed by the applicant, the respondent and six other parties on June 20, 2017 was submitted by the applicant in evidence. The notarized document indicates that seven parties enjoy the full rights of beneficial ownership when residing at the unit due to a 1% share in the residential premises that was sold to them by the respondent for one dollar and divided between the seven parties, including the applicant.

### Analysis

Section 2 (1) of the *Act* establishes that the *Act* applies to tenancy agreements, rental units and other residential property.

Section 1 of the *Act* defines a tenancy agreement as an agreement, whether written or oral, express or implied, between a landlord and a tenant respecting possession of a rental unit, use of common areas and services and facilities, and includes a licence to occupy a rental unit.

Based on the documentary evidence and affirmed testimony of both parties, I find that the applicant has a financial interest in the residential premises and that the unit she lives in is not a rental unit. I find that the financial arrangement with the respondent is not a tenancy agreement and as such, falls outside of the jurisdiction of the *Act* due to the applicant's financial interest in the unit.

Therefore, I find that I do not have jurisdiction to hear this matter.

### Conclusion

I decline to proceed due to a lack of jurisdiction.

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: March 12, 2018

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Residential Tenancy Branch