



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ET

### Introduction and Preliminary Issue - Jurisdiction

This hearing dealt with an application from the Applicant under the *Residential Tenancy Act* (the “Act”), for an early end of tenancy and an Order of Possession, pursuant to Section 56 of the Act.

The Applicant attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The Respondent did not attend the hearing at any time during the 55-minute hearing.

At the hearing, the Applicant testified that she sent the Notice of Hearing package to the Respondent by registered mail on April 13, 2018 and provided the tracking number to me. Although there may be a question of timely service to the Respondent, given the hearing date of May 1, 2018, I heard the testimony of the Applicant to determine whether the Residential Tenancy Branch had jurisdiction to make a decision in this matter.

The Applicant testified that she had bought her son, the Witness, a home and that he lived there with no conditions or expectations to pay rent. The Witness provided affirmed testimony that, approximately 11 months ago and as a favour to another friend, he allowed the Respondent to occupy a bedroom in his home for one month, free of any rent, terms or conditions. The Witness stated the Respondent moved in with his girlfriend and dog and did not move out after the first month. The Witness was clear that he did not want to establish a tenancy with the Respondent, had never collected any rent from the Respondent and had never entered into a verbal or written tenancy agreement with the Respondent.

The Witness testified that the Respondent had been abusive, bullying and manipulative with regards to the living arrangement in the Witness's home. When the Witness would approach the subject of compensation or ending the occupation of the home, the Respondent would regularly frustrate the conversation by acting in an aggressive or threatening manner towards the Witness. The Witness stated that it was so difficult to live with the Respondent that he, the Witness, had to move into the garage and over the last few weeks, has moved out of the house entirely. The Respondent has never paid any rent and has only contributed \$150 towards the hydro utilities in 2017; since then having paid nothing and the service being cut-off. Both the Applicant and the Witness do not want the Respondent living in their home.

Section 2 of the Act speaks to the jurisdiction of the Act and states that, "this Act applies to tenancy agreements, rental units and other residential property." **Based on the undisputed testimony and evidence and on a balance of probabilities, I find that there has not been a tenancy established between the Applicant and the Respondent nor the Witness and the Respondent. The Respondent, from a Residential Tenancy Branch perspective, is an occupant, without any of the rights or obligations of a tenant and, therefore, the Residential Tenancy Act does not apply.**

### Conclusion

The Applicant's request for an early termination of a tenancy and a subsequent Order of Possession is dismissed without leave to reapply, as there has been no tenancy established and the Residential Tenancy Act does not apply.

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: May 01, 2018

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Residential Tenancy Branch