



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 0810868 BC LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC MT FF

### Introduction

This hearing was convened as a result of the Occupant's Application for Dispute Resolution. A participatory hearing, via teleconference, was held on May 18, 2018. The Occupant applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- cancellation of the Landlord's 1-Month Notice to End Tenancy (the Notice); and,
- more time to make an application to cancel the Notice.

The Property Owner was present at the hearing. The Occupant was represented at the hearing by his agent (referred to as the "agent"). All parties provided testimony and were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence submitted in accordance with the rules of procedure, and evidence that is relevant to the issues and findings in this matter are described in this Decision.

### Preliminary and Procedural Matters

The agent stated that our office does not have jurisdiction on this matter because there is no rental agreement, and this is a family law matter. The agent stated that the Occupant, her son, is still living in the unit, and that he is in the process of a common-law separation with one of the co-owners of the property. The Owner stated that her daughter, and co-owner of the property, lived with the Occupant from September 2016 until September 2017, at which point the relationship ended. The consistent evidence is

that the relationship ended toward the end of September 2017 and the daughter/co-owner moved out of the rental unit at that time, and the Occupant stayed in the unit, where he continues to live.

The agent stated that her son never agreed to pay rent, and only said he would pay for strata fees and property taxes. The agent stated that no rental agreement was ever signed as it was not a rental. In contrast to this, the Owner stated that her daughter and co-owner made an agreement with the Occupant to pay \$800.00 per month after she moved out of the unit. The Owner stated that some small payments have been made by the Occupant from October 30, 2017 until January 9, 2018, but that nothing has been paid since, despite the fact that he continues to live there. The Owner stated that neither she nor her daughter have been able to get into the unit they co-own because the Occupant has changed the locks. The agent stated that the Occupant is planning on filing an application with the Supreme Court for resolution on the common-law separation that is unfolding.

I have considered the totality of the testimony provided at the hearing, and I find the agent has provided insufficient evidence to show that the occupant has an ownership interest in the property. As such I find she has provided insufficient evidence that I do not have jurisdiction on this basis.

However, I also note that there is substantially conflicting testimony with respect to whether or not there was a tenancy agreement. It is agreed upon that there was no written tenancy agreement, but during the hearing two different scenarios were provided with respect to a potential verbal agreement including what amounts were payable, and under what terms.

In this case, I find there is insufficient evidence that there was a meeting of the minds with respect to any potential rental agreement. It is not clear what the parties agreed upon, as the testimony provided at the hearing is conflicting. A contract (rental agreement) must have (at a minimum) a few components for it to be binding: offer, acceptance, and consideration. In this case I find there is insufficient evidence that these components were in place, such that I could find there is a tenancy agreement in place (verbal or otherwise). In other words, I find there is insufficient evidence to establish that a tenancy agreement was in place, and therefore there is also insufficient evidence to establish that there is a tenancy under the Act. Given this, I find I must decline jurisdiction at this time.

Conclusion

The application is dismissed in full without leave to reapply.

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 18, 2018

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Residential Tenancy Branch