



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, ERP, OLC

Introduction

This hearing dealt with the applicant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the 10 Day Notice to End Tenancy for Unpaid Rent, pursuant to section 46;
- an Order for emergency repairs, pursuant to section 33; and
- an Order directing the landlord to comply with the *Act*, regulation or tenancy agreement, pursuant to section 62.

Both parties attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

As both parties attending the hearing I find that the notice of dispute resolution application was served in accordance with section 89 of the *Act*.

Preliminary Issue- Jurisdiction

Both parties agreed that no tenancy agreement, oral or written, exists between the applicant and the respondent. Both parties agree that the applicant is living with the respondent's brother, who is not a party to this application. The respondent testified that he does not want the applicant living with his brother.

Section 2 of the *Act* states that this Act applies to tenancy agreements, rental units and other residential property.

Section 1 of the *Act* states that a "tenancy agreement" means 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.

Section 1 of the *Act* states that a "rental unit" means living accommodation rented or intended to be rented to a tenant.

Section 1 of the *Act* states that "residential property" means

- (a) a building, a part of a building or a related group of buildings, in which one or more rental units or common areas are located,
- (b) the parcel or parcels on which the building, related group of buildings or common areas are located,
- (c) the rental unit and common areas, and
- (d) any other structure located on the parcel or parcels.

I find that a tenancy agreement does not exist between the applicant and the respondent. I find that the respondent does not rent a rental unit to the applicant. I find that the applicant is not a tenant. Since a tenancy agreement does not exist between the parties, the respondent does not rent a rental unit to the applicant, and the applicant is not a tenant, I find that the *Act* does not apply to this dispute.

Conclusion

I decline jurisdiction to hear this matter.

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: October 30, 2018

Residential Tenancy Branch