



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR

Introduction

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

- An Order of Possession based on a 10 Day Notice for unpaid rent.

The Property Owner's Agent was present at the hearing. The Occupant was not at the hearing. The Owner provided testimony and was 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 the occupant is a squatter, and that they moved into the rental unit without their knowledge. The Owner stated that they have no tenancy agreement with the Occupant and this person has no right to be staying in the rental unit. The Agent stated that no rent has ever been paid and they became aware that someone was living in the unit sometime in July of 2018. The Owner has several units in the building and he lives out of town. The Owner believed that this unit was empty, until he found the current occupant inside. The Owner hired a professional property manager

(who attended this hearing as the Agent) to help him regain possession of the rental unit.

In this case, I find there is insufficient evidence that there was a meeting of the minds with respect to any potential rental agreement. 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: September 18, 2018

Residential Tenancy Branch