



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      ET FFL

### Introduction

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

- an early end to this tenancy and an Order of Possession pursuant to section 56; and
- authorization to recover the filing fee for this application from the respondents pursuant to section 72.

The respondents did not attend this hearing which lasted approximately 10 minutes. The applicant appeared and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The applicant testified that the application for dispute resolution dated January 4, 2019 and evidence were served on the respondents personally on January 6, 2019. Based on the evidence I find that the respondents were served in accordance with sections 88 and 89 of the Act with the materials on that date.

### Issue(s) to be Decided

Do I have jurisdiction to make a finding on this matter?

### Background and Evidence

The applicant gave undisputed evidence regarding the following facts. The applicant said there is no tenancy agreement between the parties and the respondents have never been obligated to pay rent. The applicant said that they were involved romantically with one of the respondents initially and the other respondent is their partner's brother. The brother was permitted to stay in the rental building and when the

romantic relationship between the applicant and the other named respondent ended, that respondent continued to reside in the rental building.

### Analysis

The Residential Tenancy 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 license to occupy a rental unit

I find that there is no evidence that a tenancy agreement exists between the parties. The respondents are not obligated to pay any rent or consideration for occupying the building. No landlord tenant relationship exists between the parties that would give rise to obligations on either part under the *Act*.

Consequently, as I find there is no tenancy in place I find I have no jurisdiction to consider the present application.

### Conclusion

I find that I do not have jurisdiction in this matter and I dismiss the application for dispute resolution 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: January 31, 2019

---

Residential Tenancy Branch