



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

AAT FFT MNDCT OLC OT PSF RPP

Introduction

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

- an order to allow access to or from the rental unit or site for the tenant or the tenant's guests pursuant to section 70;
- authorization to recover the filing fee pursuant to section 72;
- a monetary award for damages or loss pursuant to section 67;
- an order that the landlord provide services or facilities pursuant to section 62; and
- a reduction of rent for services or facilities pursuant to section 65.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

As both parties were present service of documents was confirmed. The parties each confirmed receipt of the other's materials. Based on the testimonies I find that each party was served with the respective materials in accordance with sections 88 and 89 of the *Act*.

Issue(s) to be Decided

Is this matter in the jurisdiction of the Residential Tenancy Branch?
If so is the applicant entitled to any of the relief sought?

Background and Evidence

While I have turned my mind to all the documentary evidence and the testimony of the parties, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the claim and my findings around each are set out below.

The applicant gave evidence that there is an oral tenancy agreement between the parties which commenced in September 2016. The applicant said that they are uncertain about the terms of the agreement as the respondent changed their arrangement throughout the relationship. The applicant said that they have never paid any rent to the respondent. The applicant testified that they have loaned some money to the respondent in order for the respondent to pay their own rent to a third party. The applicant gave testimony about various conversations with the respondent where they say the respondent made reference to the applicant's right to remain on the property.

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. I find the applicant's submission that there is an agreement between the parties to not be sufficiently supported in documentary evidence. I find that a vague relationship where a tenant is not obligated to pay any rent and is unaware of their obligations to the landlord does not constitute a valid tenancy agreement. The applicant's description of the relationship between the parties, their ongoing disputes, usage of the property and peripheral work performed do not collectively show that there has ever been an agreement between the parties that would constitute a tenancy agreement. I find that no landlord-tenant relationship exists between the parties that would give rise to obligations on either party 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 decline jurisdiction over the applicant's application. I make no determination on the merits of the application. Nothing in my decision prevents either party from advancing their claims before a Court of competent jurisdiction.

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: June 17, 2019

Residential Tenancy Branch