



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding DARVONDA NUSERIES LTD and  
[tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes**

This hearing dealt with cross applications for Dispute Resolution under the *Residential Tenancy Act* (“Act”) by the Parties.

The Applicant, [A.H.] (“Occupant”), filed a claim for:

- An Order cancelling the One Month Notice to End Tenancy for Cause;
- An Order to suspend or restrict the landlord’s right to enter the rental unit;
- A Monetary Order for \$27,000.00 compensation for monetary loss or other money owed him;
- An Order to allow an Assignment or Sublet when permission has been unreasonably denied; and
- An Order for the landlord to comply with the Act, Regulation and/or tenancy agreement.

The Applicant, [D.N. Ltd.] (“Owners”), filed a claim for:

- \$10.00 compensation for damage caused by the tenant, their pets or guests to the unit, site or property;
- The Owners’ monetary claim was amended to \$0.00 on September 10, 2019; and
- A ruling on the jurisdiction of the tenancy.

The Occupant and an agent for the Owners, M.S. (the “Agent”), appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about the hearing process.

During the hearing the Occupant and the Agent were given the opportunity to provide their evidence orally and respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Neither Party raised any concerns regarding the service of the Applications for Dispute Resolution or the documentary evidence exchanged. Both Parties said they had received the Application and/or the documentary evidence from the other Party and had reviewed it prior to the hearing.

### Preliminary and Procedural Matters

The Parties provided their email addresses at the outset of the hearing and confirmed their understanding that the Decision would be emailed to both Parties and any Orders would be sent to the appropriate Party.

### Issues

- Does the *Residential Tenancy Act* apply to the Parties' Issues?

### Background

The Agent requested that I rule on whether the *Residential Tenancy Act* applies to the Parties' situation.

The Parties agreed that the Occupant and his family have lived in a building on the Owners' property ("Residence") since June 1, 2016. They also agreed that the Owners have not required the Occupant to pay any rent to live there. The Occupant said that he has done renovations to the Residence in exchange for living there. The Parties agreed that there is no written agreement between them for this arrangement. The Agent said the Owners "...allowed [the Occupant] and his family to live there, because they needed a place to stay and [the Owners] are very nice people."

## Analysis

Section 1 of the Act sets out definitions for the Act, including the following:

**‘rent’** means money paid or agreed to be paid, or value or a right given or agreed to be given, by or on behalf of a tenant to a landlord in return for the right to possess a rental unit, for the use of common areas and for services or facilities...

**‘rental unit’** means living accommodation rented or intended to be rented to a tenant;

**‘tenancy’** means a tenant's right to possession of a rental unit under a tenancy agreement;

**‘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;

The Parties agreed that the Occupant has paid no rent to the Owners in exchange for living in the Residence; the Occupant has not paid any money or agreed or intended to pay any money to the Owners for living in the Residence. The Occupant indicated that he has done a lot of renovations to the Residence; however, he acknowledged that he and his family have lived there for over three years without paying any rent. No one directed me to any evidence on the value of the Occupant's renovations to the Residence.

When I consider the definitions noted above and the submissions before me on jurisdiction, I find I do not have the jurisdiction to decide the Parties' issues on their behalf. I find that the occupation of the Residence is outside of the Act, and therefore, I have no jurisdiction to consider the Parties' issues.

## Conclusion

I decline to rule on these matters, as I have no jurisdiction to consider these Applications. The Parties are referred to the Civil Resolution Tribunal or the British

Columbia Courts for assistance in resolving their dispute.

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 09, 2019

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Residential Tenancy Branch