



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

ET, FFL

Introduction

This hearing was convened in response to an application for an Order of Possession, for an early end to the tenancy, and to recover the fee for filing this Application for Dispute Resolution.

The male Applicant stated that on December 07, 2020 the Dispute Resolution Package and all evidence the Applicant submitted to the Residential Tenancy Branch was posted on the door of the rental unit and it was personally served to an adult male who declared he lived in the rental unit with the Respondent. On the basis of the undisputed evidence, I find that these documents were served to the Respondent in accordance with sections 89(2)(c) and 89(2)(d) of the *Residential Tenancy Act (Act)*.

As the aforementioned documents were properly served to the Respondent, the hearing proceeded in his absence and the evidence was accepted as evidence for these proceedings.

Both Applicants affirmed that they would speak the truth, the whole truth, and nothing but the truth at these proceedings.

Issue(s) to be Decided

Do I have jurisdiction in this matter and, if so, should the Applicant be granted an Order of Possession?

Background and Evidence

The male Applicant, who does not live in the community in which the rental unit is located, stated that:

- He had a discussion with the Respondent about moving into the rental unit, but he never agreed that the Respondent could move into the rental unit;
- He did not enter into a verbal or oral tenancy agreement with the Respondent;
- The Respondent never agreed to pay rent, and he has never paid rent;
- He does not have a verbal or oral tenancy agreement with anyone living in the rental unit;
- He was not aware anyone was living in the rental unit until November 19, 2020;
- On November 19, 2020 BC Hydro informed him that they wanted to inspect the rental unit, as there was excessive hydro consumption at the rental unit;
- On November 19, 2020 he contacted a neighbour, who informed him that multiple people were living in the rental unit;
- On November 19, 2020 he contacted the RCMP and informed them that there were people “squatting” in the rental unit;
- The RCMP would not assist in removing the people living in the rental unit, as the Respondent told the RCMP that he had been a tenant since October 01, 2020; and
- As there are signs of forced entry, he believes the Respondent and other occupants gained access to the unit by force.

Analysis

I do not have authority to consider all types of relationships between parties. I only have authority consider disputes between landlords and tenants, as they relate to a tenancy agreement and the *Residential Tenancy Act (Act)*.

Section 2(1) of the *Act* stipulates that this *Act* applies to tenancy agreements, rental units, and other residential property.

Section 58(1) of the *Act* stipulates that, except as restricted under this *Act*, a person may make an application to the director for dispute resolution in relation to a dispute with the person's landlord or tenant in respect of any of the following rights, obligations and prohibitions under this *Act*; rights and obligations under the terms of a tenancy agreement that are required or prohibited under this *Act*, or relate to the tenant's use, occupation or maintenance of the rental unit, or the use of common areas or services or facilities.

Section 84.1 of the *Act* grants me exclusive jurisdiction to “inquire into, hear and determine all those matters and questions of fact, law and discretion arising or required to be determined in a dispute resolution proceeding” brought under the *Act*.

Section 1 of the *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 licence to occupy a rental unit.

On the basis of the undisputed evidence, I find that the Applicant and the Respondent have never entered into a tenancy agreement, as that term is defined by the *Act*. On the basis of the undisputed evidence, I find that the Applicant has ever entered into a tenancy agreement with anyone currently living in the rental unit.

As the Applicant and the Respondent have never entered into a tenancy agreement, I find that the Respondent does not have the legal right to occupy the rental unit under the *Act*. As the Applicant has never entered into a tenancy agreement with anyone currently living in the rental unit, I find that nobody currently living in the rental unit has the legal right to occupy the rental unit under the *Act*.

As the Respondent does not have the legal right to occupy the rental unit under the *Act*, the *Act* does not apply, and I do not have jurisdiction over this matter.

Conclusion

The Landlord and the Respondent did not enter into a tenancy agreement and, as such, the Respondent does not have the legal right to occupy the rental unit under the *Act*. As the *Act* does not apply, I do not have jurisdiction over 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 *Act*.

Dated: January 05, 2021

Residential Tenancy Branch