



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR-DR, OPRM-DR, FFL / OLC, MNDCT, RR, LRE, PSF, MNRT, CNC-MT, RP, LAT, CNR

### Introduction

On November 30, 2020, the Applicant BB submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) to cancel a 10-day Notice to End Tenancy for Unpaid Rent, to cancel a One Month Notice to End Tenancy for Cause, to request a Monetary Order for compensation, and seven other issues.

On January 27, 2021, the Applicants IS and CS submitted an Application for Dispute Resolution by Direct Request under the Act. The Applicants requested an Order of Possession for the rental unit, a Monetary Order to recover unpaid rent, and to be compensated for the cost of the filing fee. The Applicants’ Application was crossed with Applicant BB’s Application and the matter was set for a participatory hearing via conference call.

Applicant IS and Applicant BB attended the hearing and provided affirmed testimony.

### Preliminary Matters

Section 63 of the Act allows an Arbitrator to assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision and include an Order.

Accordingly, at the beginning of the hearing, I attempted to assist the parties to resolve the dispute about whether the tenancy should end by helping them negotiate terms for a Settlement Agreement with the input from both parties. The parties agreed on a mutual end of tenancy; however, the parties could not find consensus on the terms of Applicant BB’s monetary claim for compensation; therefore, the Settlement Agreement was set aside.

I began to hear affirmed testimony from both parties about the terms of the (potential) tenancy and learned that there was no written tenancy agreement, no security deposit collected, and no term established for the tenancy. The parties agreed that originally there had been an oral agreement for Applicant BB to occupy one of the bedrooms in a

residential property that contained six bedrooms, where all the occupants shared the kitchen and several of the bathrooms. The Applicants agreed that as long as Applicant BB continued to do some work at maintaining the residential property, he could occupy one of the bedrooms.

The Applicants provided conflicting testimony about a secondary oral agreement where a monetary amount may have been established for monthly rent; however, the question of whether this arrangement was a tenancy still existed.

Approximately one hour into the hearing, I advised the parties that I would be dismissing each of their applications. Although I lean towards the finding that the oral agreement between the Applicants is an agreement to occupy versus a tenancy under the Residential Tenancy Act, I do not think it would be fair for me to make a final decision on this matter as neither party came prepared to present testimony and evidence regarding jurisdiction.

As such, I dismiss each of the Applicants' Applications with leave to reapply. The Applicants may choose to pursue future remedies through the Residential Tenancy Branch; however, a decision about jurisdiction may have to be sought first.

### Conclusion

I dismiss Applicant BB's Application for Dispute Resolution with leave to reapply, however, this does not extend any applicable time limits under the legislation. I have not made any findings of fact or law with respect to the Application.

I dismiss Applicant IS and CS' Application for Dispute Resolution with leave to reapply, however, this does not extend any applicable time limits under the legislation. I have not made any findings of fact or law with respect to their Application.

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: February 28, 2021

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Residential Tenancy Branch