



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET FFL

Introduction

This expedited hearing dealt with an 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;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

Both parties attended the hearing and were given an opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The applicant was represented by an advocate. The respondent was assisted by a support worker.

The parties were made aware of Residential Tenancy Rule of Procedure 6.11 prohibiting recording dispute resolution hearings and the parties each testified that they were not making any recordings.

As both parties were present service was confirmed. The parties each testified that they received the respective materials and based on their testimonies I find each party duly served in accordance with sections 88 and 89 of the *Act*.

Issue(s) to be Decided

Is the landlord entitled to 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 parties agree on the following background facts. The parties were once friends. The respondent began residing in the rental unit in May 2022. The parties agree no rent has been or is payable and no deposit has been collected. There is no written record of the agreement between the parties.

The applicant says that the rental unit was provided to the respondent as a friendly gesture with no rent or other consideration required.

The respondent submits that the agreement was that they would be able to reside in the rental unit in exchange for performing work on the unit which they described as “gutting the unit top to bottom” and performing renovations. The respondent says their responsibility is gutting the rental unit and residing there until the property is sold. The respondent was unable to provide a projected timeline for their work or information on how long they expect this arrangement to last. The respondent submitted written statements from neighbors and friends stating they observed the respondent performing work in the suite.

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

The parties agree that no money has been paid by the respondent for this occupancy and no deposits have been collected. There is no written tenancy agreement between the parties. The respondent submits that they have provided consideration of value by performing work on the property but the description of the work undertaken is vague and not documented through itemized invoices or receipts.

I find there is insufficient evidence that there is a tenancy agreement between the parties. The respondent is not obligated to pay rent and while they are performing

some work, there is little evidence that the nature, scope and timeline of the work has been agreed to by the parties. If an agreement between the parties exists it is so vague and indistinct as to be rendered meaningless. Based on the totality of the evidence, I find that the relationship between the parties does not have the elements of a tenancy. 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: September 9, 2022

Residential Tenancy Branch