



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNL, FFT

### Introduction

On December 28, 2022, the Applicant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) seeking to cancel a Two Month Notice to End Tenancy for Landlord’s Use of Property dated December 15, 2022 (“the Two Month Notice”).

The matter was set for a conference call hearing. The Applicant attended the hearing; however, the Respondent did not.

The Applicant testified that his living arrangement is not a tenancy under the Act. He testified that he moved into the home back in 2012 and lived there with his wife who passed away in August 2020. He continues to live in the home. He testified that there is no tenancy agreement, and he pays no rent.

The Applicant testified that he understood he would get ownership of the home and \$30,000.00 after his wife passed away.

The Applicant testified that on December 20, 2022, he received the Two Month Notice on his door from the Respondent. He testified that the Respondent is the daughter of his wife. The Applicant disputed the Notice on December 28, 2022, within the required time period.

The Applicant testified that he sent the Notice of Dispute Resolution Proceeding to the Respondent on December 30, 2022 using registered mail sent to the address for service contained within the Two Month Notice. The Applicant provided a copy of the registered mail receipt showing the address where he sent the mail. The Applicant stated that the mail was never picked up.

I find that the Applicant sent the documents to the Respondent in accordance with sections 89 and 90 of the Act. The Respondent failed to pick up the registered mail.

The Applicant stated that it is possible that the Respondent issued the Two Month Notice in an attempt to scare him out of the house.

The line remained open while the phone system was monitored for ten minutes, and the Respondent did not call into the hearing during this time.

### Analysis

The Respondent did not pick up the registered mail and attend the hearing. I accept the Applicant's affirmed testimony that the living arrangement is not a residential tenancy under the Act. I have no jurisdiction to resolve the dispute.

The Two Month Notice to End Tenancy for Landlord's Use of Property dated December 15, 2022, issued by the Respondent is cancelled.

Section 72 of the *Act* gives me authority to order the repayment of a fee for an application for dispute resolution. Since I have no jurisdiction, I decline an order for the Respondent to pay the Applicant the cost of the \$100.00 filing fee.

### Conclusion

I find that the Act does not apply to the living arrangement and therefore I have no jurisdiction to hear the dispute.

The Two Month Notice to End Tenancy for Landlord's Use of Property dated December 15, 2022, issued by the Respondent is cancelled.

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: January 26, 2023

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Residential Tenancy Branch