



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Introduction**

This hearing dealt with an application by the landlord 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 pursuant to section 72.

The hearing was conducted by conference call. All named parties attended the hearing and were given a full opportunity to be heard, to present evidence and to make submissions.

### **Pre-liminary Issue**

Do I have jurisdiction over this matter?

### **Background and Evidence**

The tenant entered into a tenancy agreement with the landlord’s ex-husband L.C. who is now deceased. The tenant testified that she moved into the rental unit on January 1, 2023 although the tenancy agreement on file is dated January 11, 2023. The tenant submits the agreement was for 6 month fixed term ending on June 30, 2023. The tenant submits the agreement was for her to pay \$100.00 per month and the in exchange she was to help L.C. with yard work and organizing his shop etc. The tenant submits the agreement also provided her with a parking spot for her R.V. in the driveway. The tenant submits that she resided both in the house and outside in the R.V. The tenant submits that she shared the house with L.C. until he passed away on January 16, 2023. The tenant states she has not been residing on the property since L.C. passed away but her R.V. is still parked there as she does not have the financial means to move it. The tenant submits that moving the R.V. would just require it to have day insurance.

The landlord's daughter C.W. submits that there is no evidence that the tenant resided in the house. C.W. testified that during the period in question she stopped by the property multiple times. C.W. acknowledged that nor she or her mother resided at the property during the period in question.

The landlord is seeking an order of possession on the grounds that the tenant is illegally residing in the R.V. in the driveway.

### Analysis

Before making any finding on the merits of the claim, I must determine if I have jurisdiction under the Act over this matter.

Section 4(c) of the *Act* stipulates that the *Act* does not apply to:

*(c) living accommodation in which the tenant shares bathroom or kitchen facilities with the owner of that accommodation,*

I accept the tenant's testimony that she resided in the house with the landlord L.C. before he passed. I make this finding as the rental unit specified in the tenancy agreement is the house address and there is no mention that the agreement is solely for the parking of the R.V. or just a pad rental for the tenant to reside in the R.V. I give little weight to the testimony of the landlord's daughter as she acknowledged she was not residing on the property during the time in question. Further, I find that even if the tenant was only residing in the R.V., I find that this is also not a tenancy agreement as contemplated under the Residential Tenancy Act, as tenant was not renting any living accommodation owned by the landlord.

I find this matter does not fall under the jurisdiction of the Residential Tenancy Act as the tenant was sharing the house with the owner or residing in her own R.V. parked on the landlord's property.

### Conclusion

I find that I do not have jurisdiction over this matter and the application is dismissed in its entirety 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: February 13, 2023

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Residential Tenancy Branch