



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC, RR, PSF, LAT, OLC, FFT

### Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking the following relief:

- an order cancelling a One Month Notice to End Tenancy For Cause;
- an order reducing rent for repairs, services or facilities agreed upon but not provided;
- an order that the landlord provide services or facilities required by the tenancy agreement or the law;
- an order allowing the tenant to change the locks to the rental unit;
- an order that the landlord comply with the *Residential Tenancy Act*, regulation or tenancy agreement; and
- to recover the filing fee from the landlord for the cost of the application.

The tenant and the landlord attended the hearing, and were given the opportunity to discuss settling this dispute.

During the hearing the landlord gave some affirmed testimony, including that there is no written tenancy agreement. The landlord also testified that the tenant is to pay operating costs and the landlord didn't charge rent. The tenant is the landlord's son, and the parties have an oral agreement that the tenant pay costs for the home and utilities. Utilities were to go into the tenant's name and pay \$1,200.00 which fluctuates with the use of utilities, lawn maintenance and general maintenance. The landlord testified that the arrangement is for 2 of the landlord's kids sharing the home and cost to keep the home, fully understanding that rent would be double that, or \$2,000.00 to \$2,400.00.

At the conclusion of the hearing, I declined jurisdiction. A tenancy agreement is just that; an agreement between the parties for rent of property. There is no evidence that a tenancy exists, in writing or orally, but permission from a father for his children to reside in the home.

### Conclusion

For the reasons set out above, I hereby decline jurisdiction with respect to this dispute.

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 25, 2024

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Residential Tenancy Branch