



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC OLC FF

Introduction

This matter dealt with an application by the Tenant to cancel a 1 Month Notice to End Tenancy for Cause, for the Landlord to comply with the Act, regulations and tenancy agreement and to recover the filing fee for this proceeding.

The Applicant said she served the Respondent with the Application and Notice of Hearing (the “hearing package”) by personal delivery on May 20, 2018. Based on the evidence of the Applicant, I find that the Respondent was served with the Applicant’s hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

At the start of the conference call it was determined that there is no tenancy agreement and no evidence that a tenancy exists between the parties. The Respondent is the mother of the Applicant and the applicant said she has been living in the house since 2013. The Respondent said she believed they agreed to a rental amount of \$500.00 in 2015 but the Applicant has not paid the rent. The Applicant said she has made some random payments to her mother and she has paid the taxes. Further the Applicant said they spoke about a tenancy agreement in 2017 but no tenancy agreement was written up. The Respondent said she has received a few payments from the Applicant and the Applicant has paid 3 years of taxes.

As there is no tenancy agreement, no pattern of rent payments, no security deposit paid and no other evidence that a tenancy exists; I find that the parties have not proven a tenancy exists between them. The arrangement appears to be a child living in a parent’s property with no agreement. I find this situation is not a tenancy. Consequently as there is no tenancy contract between the Applicant and the Respondent I do not have jurisdiction to make a finding in this matter. The Applicant and Respondent may want to seek legal advice to determine how to proceed with her claims.

In the absence of evidence to show there is a tenancy between the Applicant and Respondent the Residential Tenancy Branch does not have jurisdiction in this situation. I dismiss the application as I find no authority to decide this matter under the *Residential Tenancy Act*.

During the hearing the Parties did agree to the following to help formalize the situation between them.

1. The parties will complete a formal tenancy agreement including an addendum outlining any specific terms the parties want in the tenancy agreement.
2. Rent will be \$500.00 per month payable on the 1st of each month.
3. The rental unit will be alcohol free and the use of alcohol in the rental unit will be considered a breach of a material term of the tenancy agreement which will result in the tenancy ending and the tenant moving out.

Conclusion

The application is dismissed for lack of jurisdiction.

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: July 10, 2018

Residential Tenancy Branch