



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPU-DR

Introduction

This hearing was scheduled to convene at 9:30 a.m. on October 10, 2023 concerning an application made by the landlord seeking an order of possession for unpaid rent or utilities.

The landlord attended the hearing, gave affirmed testimony and provided evidentiary material in advance of the hearing. However, the line remained open while the telephone system was monitored for 10 minutes prior to hearing any testimony, and no one for the tenants joined the call.

The landlord testified that the tenants were each individually served with the Notice of Dispute Resolution and all other required documents and evidence personally on August 26, 2023. The landlord has provided 2 Proof of Service documents indicating that each tenant was served on that date in person with a witness. I am satisfied that both tenants have been served in accordance with the *Residential Tenancy Act*.

Issue(s) to be Decided

Has the landlord established that the 10 Day Notice to End Tenancy For Unpaid Rent or Utilities was issued in accordance with the *Residential Tenancy Act*?

Background and Evidence

The landlord testified that the tenants moved onto the property prior to the landlord purchasing the property about 15 months ago, and still reside in an RV on the landlord's property. The landlord has not collected any rent and told the tenants they had to leave.

The tenants reside in a recreational vehicle on the landlord's property without the landlord's consent and have connected power to the house on the property, which is a safety issue. The RV belongs to the tenants. The landlord doesn't currently live there, but was doing renovations and planning to live there, but renovations were delayed.

The City sent a letter to the landlord saying that the tenants have to move because it's too dangerous. Police won't deal with it because they say it is a *Residential Tenancy Act* situation.

On July 14, 2023 the landlord personally served the tenants with a 10 Day Notice to End Tenancy For Unpaid Rent or Utilities by handing it to one of the tenants in person, who also signed it. A copy has been provided for this hearing and it is dated July 13, 2023 and contains an effective date of vacancy of July 31, 2023, for unpaid utilities in the amount of \$3,186.12 following a written demand on July 1, 2023.

Analysis

Having considered the landlord's testimony, I am satisfied that the tenants are not tenants as described in the *Residential Tenancy Act*, but squatters with no legal right to be on the property.

The *Residential Tenancy Act* describes a landlord as the owner or agent of the owner who permits occupation of the rental unit under a tenancy agreement, or exercises powers and performs duties under the *Act* or the tenancy agreement. In this case, the owner has not permitted occupation of the rental unit under a tenancy agreement.

The landlord issued a 10 Day Notice to End Tenancy For Unpaid Rent or Utilities, which would be required under the *Act* if a tenancy exists, but it doesn't. Therefore, I must decline jurisdiction.

I direct the landlord to provide the police with a copy of this Decision in order for them to assist with removal of the squatters and their RV.

Conclusion

For the reasons set out above, I decline jurisdiction with respect to the landlord's application.

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: October 13, 2023

Residential Tenancy Branch