

Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Social Development

Decision

Dispute Codes:

MNSD, MNDC, FF

Preliminary Matters

At the onset of the Hearing, the Landlord questioned the jurisdiction of the Act in regards to this application, alleging that the Tenant was a member of a housing cooperative.

Section 4(a) of the Residential Tenancy Act, (the Act) states that the Act does not apply to living accommodation rented by a not for profit housing cooperative to a member of the cooperative.

To determine whether or not this matter is within the jurisdiction of the Residential Tenancy Act, the precise nature of the tenancy agreement between the two parties must be determined. If the Act does not apply, I have no jurisdiction to hear this matter and decide the issues.

The parties gave affirmed oral testimony as follows:

- The Landlord testified that the Tenant and the Landlord entered into a Tenancy Agreement on March 1, 2005.
- The Landlord testified that on September 1, 2006, the tenancy ended when the Tenant and the Landlord entered into an Occupancy Agreement, with the Tenant as a Member and the Landlord as a Coop.
- The Tenant testified that he did not recall signing the Occupancy Agreement.

The Landlord provided a copy of the Occupancy Agreement. The Landlord stated that she would be happy to send a copy of the signed Occupancy Agreement to the Tenant.

Based on the affirmed testimony and evidence, I find that pursuant to Section 4(a) of the Act, I have no jurisdiction to hear this matter.

Conclusion

The Tenant's application is dismissed for want of jurisdiction.

April 1, 2009
