

## **INTERIM DECISION**

**Dispute Codes:**                      **Landlord:** MNR, MNDC, O and FF  
**Tenant:**                      MNDC, O and FF

### **Introduction**

These applications were brought by both the landlord and the tenant.

By application of July 19, 2010, the landlord seeks a Monetary Order for unpaid rent, unpaid property taxes, utilities taxes, septic tank cleaning and recovery of the filing fee for this proceeding.

By earlier application of April 22, 2010, the tenant seeks a Monetary Order for return of taxes paid from the inception of the rental agreement and other compensation, and recovery of the filing fee for this proceeding.

### **Issues to be Decided**

As the rental unit in question contains numerous provisions common to a commercial tenancy agreement that would be unenforceable under a residential tenancy agreement, and as the status of landlord has passed from the XXXX to YYYY, these applications first require a decision on whether this matter falls within the jurisdiction of the *Residential Tenancy Act* in whole or in part.

In the event jurisdiction is accepted, the applications require a decision on the merits of monetary claims submitted by both parties.

## **Background and Evidence**

This tenancy began September 1, 2005 under a fixed term agreement between the XXXXX and the tenant signed on August 23, 2005. The rental property in question, a house, three out buildings and 3.5 acres of land was part of a much larger parcel granted to the YYYYYY under a treaty settlement. That, in turn, led to the signing of a new tenancy agreement, "Under the Land Transfer Form Act, Part 2" which took effect April 3, 2009.

The tenancy ended on June 15, 2010 when the landlord waived a 90-day notice provision in the rental agreement.

## **Adjournment**

Having outlined the question of jurisdiction with the parties and having reviewed the positions of both, I found that this matter should be adjourned:

1. To permit the parties an opportunity to consider whether they wished to make submissions on jurisdiction;
2. Having heard one another's positions outlined during the hearing, whether they might now wish to attempt to craft a settlement.

Therefore, the hearing will reconvene at a date and time set out in the enclosed Notice of Hearing.

I have requested that the reconvened hearing be scheduled for two hours as agreed by the parties.

September 3, 2010

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