



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

CNR, CNE, FF

Introduction

This hearing was convened in response to two Applications for Dispute Resolution from the Tenant, which have been joined because they relate to the same tenancy and the same Landlord.

The Tenant filed an Application for Dispute Resolution on November 03, 2010, in which the Tenant has made application to set aside a Notice to End Tenancy for Unpaid Rent and to recover the filing fee from the Landlord for the cost of this Application for Dispute Resolution.

The Tenant filed an Application for Dispute Resolution on November 12, 2010, in which the Tenant has made application to set aside a Notice to End Tenancy due to the end of employment with the Landlord and to recover the filing fee from the Landlord for the cost of this Application for Dispute Resolution.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present relevant oral evidence, to ask relevant questions, and to make relevant submissions to me.

Preliminary Matter

Before examining and considering the merits of the Tenant's Application for Dispute Resolution I must determine whether this applications fall under the jurisdiction of the *Residential Tenancy Act (Act)*. The legislation does not confer authority to consider disputes between all types of relationships between parties.

Section 4(a) of the *Act* stipulates that the *Act* does not apply to living accommodation included with premises that are primarily occupied for business purposes and are rented out under a single agreement.

In these circumstances the Landlord and the Tenant do not have a written agreement, although they mutually agreed that they have a verbal agreement. The Landlord and the Tenant agreed that the agreement relates to a twenty acre parcel of land that has two houses and several outbuildings. The parties agreed that the Tenant has been

helping the Landlord manage a portion of the property and buildings since sometime in 2008; that they had an understanding that she would manage all of the property and buildings once the Landlord assumed ownership of the entire property; that the Tenant would manage the property in a manner that would increase revenue through activities such as renting one of the houses on the property, boarding horses, and training horses; that in exchange for her efforts the Tenant would be permitted to live in one of the houses without paying rent; that any proceeds from the property would be used to pay the monthly mortgage payment; that the Tenant would be entitled to fifty percent of the remainder of the profits and the Landlord would be entitled to the other fifty percent; that the Tenant moved into a house on the property on June 01, 2010; and that this business arrangement would continue for a period of five years.

In my view this tenancy is inexplicably associated with a business being operated on the property. I find that the predominant purpose of the verbal agreement between the parties is to generate revenue from this property and that the Tenant is permitted to occupy a house on the property in partial payment for managing the property. I therefore find that the *Act* does not apply to this tenancy, pursuant to section 4(a) of the *Act*.

Conclusion

As this tenancy is outside the jurisdiction of the *Act*, I dismiss both of the Tenant's Applications for Dispute Resolution.

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: November 30, 2010.

Dispute Resolution Officer