



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPT, DRI, OLC, RPP, LRE, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Tenants requesting an order of possession of the rental unit or the site, disputing a rent increase, requesting an order for the Landlord to comply with the Act, Regulation, or tenancy agreement, return the Tenants' personal property, suspend or set condition on the Landlord's right to enter the rental unit, and a monetary order to recover the filing fee.

Both parties appeared, gave affirmed testimony and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

### Issue(s) to be Decided

Does the Residential Tenancy Act (the "Act") apply to the Tenants' claim?

### Background and Evidence

The Tenants testified that the place they rented from the Landlord was a vacant store zoned for business and residential use by the City. The Tenants stated that they were renting the place for storage for their business and personal items and that they also planned to use it for a market or special events. The Tenants stated that they are a party planner and they also do special events. The Tenants stated that they did not live at the place and never rented it for residential purposes, but rather lived nearby at their residence. The Tenants stated that they had a verbal tenancy with the Landlord and thought that they could use the entire space, however, the Landlord wanted to restrict how much space they used and declined their request to use it for a market or special events.

The Landlord stated that the Tenants rented a storage space from them in an old store, and the primary purpose was for storage. The Landlord stated that there was no residential tenancy component to the agreement with the Tenants and that the Act does not apply to the Tenants' claim.

The Tenants agree that there was no residential tenancy component to the agreement with the Landlord, and they feel it is more of a commercial tenancy. The Tenants stated that they are unsure as to whether the Act applies to their claim or not, or whether they should be taking this matter to court.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The Act has limitations as to the types of tenancy agreements which it applies to. The Act states as follows:

#### **Definitions**

**1** In this Act:

**"rental unit"** means living accommodation rented or intended to be rented to a tenant;

**"tenancy agreement"** means an agreement, whether written or oral, express or implied, between a landlord and a tenant respecting possession of a rental unit, use of common areas and services and facilities, and includes a licence to occupy a rental unit;

#### **What this Act applies to**

**2** (1) Despite any other enactment but subject to section 4 [*what this Act does not apply to*], this Act applies to tenancy agreements, rental units and other residential property.

#### **What this Act does not apply to**

**4** This Act does not apply to

- (d) living accommodation included with premises that
  - (i) are primarily occupied for business purposes, and
  - (ii) are rented under a single agreement

After consideration of the evidence and testimony of the parties, I find that the agreement between the Landlord and the Tenants is not under the jurisdiction of the Act.

As a result I dismiss the Tenants' Application.

Conclusion

I dismiss the Tenants' 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: March 22, 2012.

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Residential Tenancy Branch