



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNR MNSD FF

### Introduction

This hearing dealt with an Application for Dispute Resolution filed on July 10, 2013 by the Applicant seeking a Monetary Order.

The parties appeared at the teleconference hearing and gave affirmed testimony. At the outset of the hearing I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process however, each declined and acknowledged that they understood how the conference would proceed.

During the hearing each party was given the opportunity to provide their evidence orally and respond to each other's testimony. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

### Issue(s) to be Decided

Does this matter fall within the jurisdiction of the *Residential Tenancy Act*?

### Background and Evidence

At the outset of this proceeding the Applicant testified that she entered into a "corporate" lease with the Respondent so he could conduct his business. She confirmed that she had knowledge that the Respondent would not be residing in the rental unit and that he would be renting it out to his clients.

The Respondent confirmed that he entered into a commercial or corporate lease that was for the sole purpose for him to conduct his business. He indicated that he is in the business of providing furnished suites to his corporate clients, which he disclosed to the Landlord prior to entering to this lease.

### Analysis

Section 4 of the Act stipulates that the Act does not apply to

- (a) living accommodation rented by a not for profit housing cooperative to a member of the cooperative,
- (b) living accommodation owned or operated by an educational institution and provided by that institution to its students or employees,
- (c) living accommodation in which the tenant shares bathroom or kitchen facilities with the owner of that accommodation,
- (d) living accommodation included with premises that
  - (i) are primarily occupied for business purposes, and
  - (ii) are rented under a single agreement,
- (e) living accommodation occupied as vacation or travel accommodation,

In this case the parties entered into a commercial or corporate lease which is for the sole purpose of the Respondent to operate his business which is providing furnished travel accommodations to his corporate clients. Accordingly, I find this matter does not fall within the jurisdiction of the *Residential Tenancy Act* and the application is dismissed.

### Conclusion

I declined to hear these matters for want of jurisdiction.

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 17, 2013

---

Residential Tenancy Branch

