



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC FF

### Introduction

This hearing dealt with an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) by the tenant for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to recover the filing fee.

The applicant tenant attended the hearing. As the respondent landlord did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the “Notice”) was considered. The tenant provided affirmed testimony that the Notice and evidence was served on the landlord by registered mail on June 28, 2013. The tenant provided a registered mail receipt with tracking number as evidence and confirmed that the name and address matched the name and address of the landlord. The tenant testified that the registered mail package was successfully delivered and signed for by the landlord on July 9, 2013, according to the postal online registered mail tracking website. Documents sent by registered mail are deemed served five days after mailing under the *Act*. I find the respondent was duly served on July 9, 2013 based on the undisputed testimony of the tenant that the landlord signed for the registered mail package on July 9, 2013.

### Preliminary issue and Background

The first issue that I must decide is whether the *Act* has jurisdiction over the parties in order to proceed with the application.

The tenant testified under oath that he is seeking \$1,369.15 for work performed for the landlord. The tenant confirmed that there was no arrangement made with the landlord to deduct the value of the work performed for the landlord from rent owed during the tenancy.

The applicant is seeking a monetary order of \$1,369.15 for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find the following.

Section 2 of the *Act* states:

#### **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.**

**[emphasis added]**

The tenant confirmed that he is seeking monetary compensation for a work arrangement made with the landlord that did not relate to rent owed during the tenancy. Therefore, **I find** that the tenant's application is an application seeking remedy in relation to a contract for work made between two parties that does not relate to the tenancy between the parties. As a result, **I find** that there is no jurisdiction to hear this dispute under the *Act*. Given the above, **I dismiss** the tenant's application without leave to re-apply.

### Conclusion

The applicant's application is dismissed due to lack of jurisdiction under the *Act*.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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 01, 2013

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Residential Tenancy Branch

