



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC RPP, O

Introduction

This matter dealt with an application by the Tenant for compensation for damage or loss under the Act, regulations or tenancy agreement, for the return of the Tenants' personal property and for other considerations.

At the start of the conference call the Arbitrator indicated that the Landlord had submitted evidence that this tenancy was not a residential tenancy, but a commercial lease and that the Residential Tenancy Branch had no jurisdiction.

The Landlord said he rented this commercial space to the Tenants to establish a cell phone repair shop and when they lost their residence in mid October, 2013, they moved into the commercial space. The Landlord continue to say the commercial lease agreement was verbal and they agreed the Tenants could pay him \$1,000.00 per month or do janitorial and maintenance work for him in his commercial building to offset the rent. The Landlord continued to say that the building is zoned commercial and all the space in the building is used for businesses. The Landlord said this is not a residential matter.

Both the Tenants said that they rented to space to establish a business and then later they moved into the space and used it as their residents. The Tenants agreed that they could pay money or do work to offset the rent and for wages. The Tenants said there was no tenancy agreement and they did not pay a security deposit. As well the Tenants said they did set up a business in the space and they were 2 weeks away from opening their business when the Landlord evicted them.

As there is no evidence to support that this is a residential tenancy and both parties agree this space was rented to establish a commercial business; I find the tenancy is a commercial lease and as such the Residential Tenancy Branch does not have jurisdiction over this situation.

In the absence of evidence to show there is a residential tenancy between the Applicant and Respondent the Residential Tenancy Branch does not have jurisdiction in this situation. I dismiss the application as I find no authority to decide this matter under the *Residential Tenancy Act*.

Conclusion

The application is dismissed for lack 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: January 13, 2014

Residential Tenancy Branch

