



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## Decision

**Dispute Codes:** RR, FF, O

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant seeking monetary compensation from the landlord for labour performed. The tenant submitted a detailed accounting of the work and charges totaling \$12,465.00, which is being claimed

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The participants had an opportunity to submit documentary evidence prior to this hearing, and the evidence has been reviewed. The parties were also permitted to present affirmed oral testimony and to make submissions during the hearing.

### Preliminary Matter

In regard to the tenant's monetary claim, I find that the tenant is claiming compensation from the landlord for labour performed on the rental unit.

When a tenant and landlord have entered a mutual agreement for the tenant to do repairs, renovations or improvements in exchange for pay or rent credit, it raises the question of whether the contract is governed by the Residential Tenancy Act. Section 62 of the Act gives the dispute resolution officer authority to determine

(a) disputes in relation to which the director has accepted an application for dispute resolution, and

(b) any matters related to that dispute that arise under **the Act** or a **tenancy agreement**. (My emphasis)

An arbitrator may also make any finding of fact or law that is necessary or incidental to making a decision or an order under the Act. And may make any order necessary to give effect to the rights, obligations and prohibitions under the Act, including an order that a landlord or tenant comply with the Act, the regulations or a tenancy agreement .

Section 1 of the Act, defines "*tenancy agreement*" as follows:

***"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;*

In situations where a landlord and tenant enter into a subsequent agreement in which they exchange the tenant's labour for compensation or for credit towards the payment of rent, this would likely be considered as a contract of employment or some other contractual agreement.

Although it may be associated with the tenancy, I find that a contract of this nature cannot be considered as a valid part of the tenancy agreement governed under the Act because it places the parties outside their roles as landlord and as tenant .

Therefore I find that I lack jurisdiction and authority under the Act to determine the reciprocal rights and responsibilities under a separate contractual agreement that is not strictly a tenancy agreement.

For this reason, I find that I cannot take into consideration any factors relating to the work arrangement and any disputes that arise from it, other than strictly tenancy matters. I find that the dispute in this instance must be dealt with in another forum, such as Small Claims Court.

Accordingly, I decline to hear this matter as I find it to be beyond my jurisdiction under the Act.

### **Conclusion**

I decline to hear the tenant's application as it deals with a contract other than a tenancy agreement under the Act.

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: April 16, 2014

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Residential Tenancy Branch

