



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPR; OPB; MNR; MND; MNDC; FF

Introduction

The Applicant seeks an Order of Possession and Monetary Order for unpaid rent and damages; compensation for damage or loss under the Act, regulation or tenancy agreement; and to recover the cost of the filing fee from the Respondent.

The Applicant's agent gave affirmed testimony at the Hearing.

Preliminary Matter: Does the Residential Tenancy Act have jurisdiction?

The parties had a "Land Use Agreement", a copy of which was provided in evidence. The Applicant allowed the Respondent to "construct a small residence" on the property. The Respondent agreed that he will be solely responsible for the costs of construction and the provision of "electrical services and water services" to the residence.

The parties also had a "Residential Tenancy Agreement". This agreement indicates that rent is \$200.00 and that no security or pet damage deposits were required.

Analysis

The dispute resolution process considers applications between tenants and landlords as they relate to tenancy agreements and rights, obligations and prohibitions under the *Residential Tenancy Act* (the "Act").

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***;

(emphasis added)

Section 1 of the Act defines "rental unit" as follows:

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

It would appear that the parties had a "Land Use Agreement" for which the Tenant paid \$200.00 per month; however, I find that no tenancy agreement existed between the parties as defined by the Act. The Respondent did not rent his living accommodation from the Applicant. In fact, the Respondent built his own living accommodation and was responsible for paying for services to the accommodation. Therefore, as I find that there was no tenancy agreement between the parties as defined by the Act, I decline jurisdiction.

Conclusion

I decline jurisdiction in this matter as I find that no tenancy agreement existed between the parties as defined by 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: August 08, 2014

Residential Tenancy Branch

