



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNDC, FF

Introduction

This was the hearing of an application by the landlord for a monetary award. The hearing was conducted by conference call. The landlord and the tenants called in and participated at the hearing. Prior to the hearing a lawyer representing the tenant wrote to the Residential Tenancy Branch to request an adjournment of the proceeding. At the hearing, the tenant said that he was no longer seeking an adjournment and wanted to proceed with the hearing.

Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?

Preliminary matter

The landlord has claimed a monetary award in the amount of \$25,000.00. The amount claimed is said to be for repairs to the rental property and for compensation for damage to the property and equipment on the rental property. The claim also includes amount for rent and utilities. According to the landlord's documents the claim exceeds \$25,000.00, but the landlord has abandoned the excess to bring the claim within the monetary jurisdiction of the Residential Tenancy Branch.

There is no written tenancy agreement. In his written submissions the landlord said that due to a medical condition he has permission to grow and to buy marijuana. The landlord said that suggested to the tenant that move into the landlord's rental property and grow marijuana under the landlord's medical marijuana licence. According to the landlord, the tenant was reluctant to move, but did agree to move into the rental property and after he moved the landlord registered the tenant as his designated grower. The landlord said that the terms of the tenancy agreement were that the rent would be \$750.00 per month when the tenant was helping to grow medical marijuana

under the landlord's licence, but it would be \$1,500.00 per month when the tenant was not growing medical marijuana under his licence and if the tenant wanted to grow under another licence, the tenant was to pay an additional \$1,500.00 per month, for a total of \$2,250.00 per month. Much of the landlord's complaints outlined in his written submissions related to the tenant's failure to provide the expected supply of marijuana.

The *Residential Tenancy Act* provides by section 4 that the Act does not apply to living accommodation included with premises that are primarily occupied for business purposes and are rented under a single agreement.

As I advised the parties at the hearing I have determined that, on the evidence the landlord was principally concerned with the arrangement to have marijuana produced by the tenant under the landlord's licence. Secondly, he wanted to have someone present to occupy his secluded rental property, but I find that the tenancy was incidental to the arrangements for the production of medical marijuana. I therefore find that the *Residential Tenancy Act* does not apply to this tenancy and that I do not have jurisdiction to address the landlord's claims in this proceeding. The landlord will have to pursue a remedy in a different forum.

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 27, 2014

Residential Tenancy Branch

