



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, CNR, LAT, MNDC, MNR, OPT, RR, SS, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution seeking to cancel 2 notices to end tenancy; authorization to change locks; an order of possession; reduced rent; substituted service of documents; and a monetary order.

The hearing was conducted via teleconference and was attended by the applicant and the respondent.

In his Application for Dispute Resolution the applicant stated “residential tenancy branch has no mandate over property that is not for residential use.” [reproduced as written]. In her written submission the respondent submitted that the agreement between the parties was for the rental of a barn without any residential component.

Both parties confirmed, at the hearing, that the tenancy related only to the rental of a barn and land for the storage of horses. The applicant confirmed he does not reside on the property.

Section 1 of the *Residential Tenancy Act (Act)* defines a tenancy agreement as 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 license to occupy a rental unit.

This section defines a rental unit as living accommodation rented or intended to be rent to a tenant. The section also defines residential property as a building, a part of a building or a related group of buildings in which one or more rental units or common areas are located; the parcel or parcels on which the building, related group of buildings or common areas are located, the rental unit and common areas; and any other structure located on the parcel or parcels.

Section 2 of the *Act* stipulates that the *Act* applies to tenancy agreements, rental units and other residential property.

Based on the testimony of both parties I find that the agreement between the parties is not a tenancy agreement, as defined under Section 1. I also find that the agreement

between the parties did not include, in any way, an agreement respecting possession of a rental unit or anything related to residential property as defined under Section 1.

Issue(s) to be Decided

The issues to be decided are whether the applicant is entitled to cancel a 10 Day notice to End Tenancy for Unpaid Rent; to cancel a 1 Month Notice to End Tenancy for Cause; an order to authorize the applicant to change the locks on a rental unit; to a monetary order for money owed or compensation; for emergency repairs; an order of possession; an order to reduce rent; an order to serve the landlord in manner not allowed under the *Act*; and to recover the filing fee from the applicant for the cost of the Application for Dispute Resolution, pursuant to Sections 33, 46, 47, 54, 67, 70, 71, and 72 of the *Residential Tenancy Act (Act)*.

Conclusion

Based on the above, I decline to accept jurisdiction in these matters and dismiss the Application for Dispute Resolution in its entirety.

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, 2015

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Residential Tenancy Branch

