



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RP, ERP, MNSD, CNR, OPT, OLC, RPP, MNDC, LAT

Introduction

This hearing was convened as a result of the tenant's application for dispute resolution under the Residential Tenancy Act ("Act"). The tenant (hereafter "applicant") applied for an order requiring the landlord to make repairs and emergency repairs to the rental unit, a monetary order for a return of their security deposit, an order cancelling a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities ("Notice") issued by the landlord, an order of possession for the rental unit, an order requiring the landlord to comply with the Act, regulations, or tenancy agreement, an order requiring the landlord to return the tenant's personal possessions, for money owed or compensation for damage or loss under the Act, the tenancy agreement or the regulation, and an order authorizing the tenant to change the locks to the rental unit.

The applicant did not attend the hearing; however, the landlord (hereafter "respondent") attended and presented his evidence. At the outset of the hearing, due to the information contained in the respondent's evidence, the issue of jurisdiction under the Act was discussed with the attending participant.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Issue(s) to be Decided

Does the Act apply to this dispute and do I have jurisdiction to decide this dispute?

Background and Evidence

The written tenancy agreement and written submissions of the respondent shows that the dispute address here was for a garage only, for the applicant's t-shirt business and

not as a living accommodation. The respondent submitted that the garage had no washroom, kitchen, or water.

Analysis

Section 2 of the Act states that the Act applies to tenancy agreements, rental units and other residential property, with section 1 defining a rental unit as living accommodation rented or intended to be rented to a tenant.

I accept the respondent's undisputed evidence that the dispute address was not rented as a living accommodation and was for the purpose of running the applicant's business.

Therefore, I find this dispute as between the applicant and the respondent does not fall within the jurisdiction of the Act.

Conclusion

Due to the above, I decline to accept jurisdiction of the applicant's application. The parties may proceed, if necessary, in any other legal venue.

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: November 15, 2015

Residential Tenancy Branch

