



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

Tenant: CNC LRE OLC FF
Landlord: OPC MND MNDC FF

Introduction

This hearing was convened in response to cross applications by the landlord and tenant under the *Residential Tenancy Act* (the Act). The tenant seeks cancellation of a 1 month Notice for Cause and for the landlord to be ordered to comply with the Act as well as to make the landlord's right to enter the rental unit conditional. The landlord seeks an Order of Possession pursuant to the Notice for Cause and a Monetary Order for damage and loss. Both applications seek the filing fee.

Both parties attended the hearing and were given opportunity to present relevant evidence and testimony in respect to their claims and fully participate in the conference call hearing and to make relevant prior submissions of evidence.

Preliminary matters

During the outset of the hearing the parties confirmed that the purported living accommodations building, or rental unit in dispute, is utilized exclusively for commercial purposes and is not occupied by the tenant as living accommodations, as they reside elsewhere than on the property. Specifically, the evidence is that the parties contracted for the residential property's accommodation of the town's Post Office with the tenant of the unit as Postmaster, and that any balance of space is utilized for storage.

The landlord testified that they were advised from the outset to seek alternate means of resolving their dispute, as the dispute did not fall under the Residential Tenancy Act. The landlord sought legal advice and was told to file this application.

Analysis

Section 4 of the *Residential Tenancy Act* (the Act), in relevant part, states as follows;

What this Act does not apply to

4 This Act does not apply to

- (d) living accommodation included with premises that
 - (i) are primarily occupied for business purposes, and
 - (ii) are rented under a single agreement,

Based on the evidence of the parties, I find they may have entered their contractual terms on a document typically used for a residential tenancy agreement, but the evidence is clear the purported accommodations are solely occupied for commercial business purposes, with the tenant not residing in the rental unit at all. As a result **I must decline jurisdiction**, and effectively **dismiss** the applications of the parties, without leave to reapply. The parties were apprised it is available to them to seek resolution of issues related to this tenancy by alternate means. I decline to grant either party the filing fee.

Conclusion

I do not have jurisdiction under the Residential Tenancy Act to hear this application.

The applications of both parties are **dismissed**, without leave to reapply.

This Decision is final and binding.

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: June 14, 2016

Residential Tenancy Branch