



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, OLC

This matter was scheduled for a conference call at 1:30 p.m. on this date. The tenant participated in the teleconference, the landlord did not. At the outset of the hearing the applicant advised that they rented a barn on a property to grow licensed medical marijuana. The applicant advised that they did not use the barn for a residence at any time.

Analysis

Section 2 of the Act provides that the Act applies to tenancy agreements, rental units and other residential property. Section 1 of the Act defines “residential property” to mean a rental unit and other areas such as common areas. The definition of a “rental unit” means living accommodation that is rented to a tenant. As nothing in the lease agreement indicates that any portion of the property being leased is used for residential purposes and given the explicit use of the premises for medical marijuana, I find that the lease agreement is not a tenancy agreement and is not in relation to a rental unit or other property that is used for residential purposes. The Act therefore does not apply to the dispute and I dismiss the application.

Conclusion

The application is dismissed.

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 15, 2016

Residential Tenancy Branch