



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, LRE, RR, FF

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement pursuant to section 62;
- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70;
- an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

Landlord agent LH, landlord agent AH (collectively the "landlord") and the tenant attended the hearing. Both landlords confirmed they are shareholders of the landlord company named in this application.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. As neither party raised any issues regarding service of the application or the evidence, I find that both parties were duly served with these documents in accordance with sections 88 and 89 of the *Act*. Both parties were given full opportunity to give affirmed testimony and present their evidence.

Preliminary Issue – Jurisdiction

The parties testified that this tenancy is based on an oral agreement which began July 1991 on a month-to-month basis. The agreement included exclusive possession of an 18 acre farm which included the house, shop, barn and shed. Sometime in 2008, the landlord leased 13 of the 18 acres to a separate party. The tenant retained 5 acres which housed all buildings.

Throughout the tenancy the tenant operated a business that was dependent on the farm land. The tenant testified that the first 5 years of the tenancy he utilized the farm for boarding horses and the following ten years for boarding cattle. Since 2016 the tenant has reverted to boarding horses and has only discontinued this business this very month.

Section 4 of the *Act* establishes that living accommodation included with premises that are primarily occupied for business purposes do not fall under the jurisdiction of the *Act*.

In this case the parties entered into an oral tenancy agreement which included occupation of the house and use of the acres of land, shop, barn and shed. The tenant confirmed he operated horse boarding and cattle boarding businesses throughout the tenancy.

Upon reflection of the documentary evidence, testimony and on a balance of probabilities I find that from the onset and until recently the rented property was being used for the purposes of the tenant's boarding businesses. Accordingly, I decline jurisdiction over these claims.

Conclusion

I have no jurisdiction to render a decision in this matter.

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: February 22, 2017

Residential Tenancy Branch

