



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ERP, RP, RR, OPT

Introduction

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

- an order to the landlord to make repairs to the rental unit pursuant to section 33;
- a monetary order for the cost of emergency repairs to the rental unit pursuant to section 33;
- an order to allow the tenant(s) to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65;
- an Order of Possession of the rental unit pursuant to section 54;

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

Preliminary Issue - Jurisdiction

At the outset of the hearing the respondent raised the issue of jurisdiction. The respondent testified that he questioned why this matter was before the Branch as there is no tenancy with this person. The respondent testified that some discussions took place about renting a home and a barn to the applicant however the tenancy never materialized. The respondent testified that further discussions were held that the applicant would build a shop in the barn and have licenced medical marijuana grow operation. The respondent testified that he allowed the applicant to store some equipment in the barn as they were having ongoing discussions and was willing to help him out for a short period. However, the respondent testified that those discussions were also unsuccessful due to the applicant being unable to provide sufficient documentation to execute the agreement for medical marijuana grow operation. The respondent testified that the applicant changed the locks to the barn and claimed "squatters' rights" and refuses to leave. The respondent testified that a security deposit was not paid or any tenancy or lease agreements signed. The respondent wishes to have the applicant remove his belongings from the barn as soon as possible.

The applicant testified that he did not pay a security deposit and does not have a signed tenancy agreement from both parties. The applicant testified that he believed that the agreement had taken place with one of the landlords representatives. The applicant testified that he received legal advice and was told that this is not a landlord tenant dispute, but rather a breach of a business contract and that he should seek action in the Small Claims Division of the Provincial Court. The applicant testified that he agrees with his lawyer that this was business contract that was breached by the respondent. The applicant testified that if the respondent pays his moving costs he will gladly remove his items. The applicant testified that the respondent breached their business agreement and should compensate him.

Analysis

While I have turned my mind to all the documentary evidence and the testimony of the parties not all details of the respective submissions and arguments are reproduced here. I agree with the applicant to the extent that this matter appears to be a business agreement and not of a tenancy issue. Based on the documentation and testimony before me, I find that this is not a landlord tenant relationship and therefore I do not have the jurisdiction to hear this matter.

Conclusion

I HEREBY DECLINED TO HEAR this matter, for want of jurisdiction and the application is dismissed, without leave to reapply.

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: August 30, 2017

Residential Tenancy Branch