



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CHAMPION DEVELOPEMENT GROUP INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, MNRT, MNDCT, RR, FFT

Introduction

This hearing was convened in response to an application for dispute resolution pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the One Month Notice to End Tenancy for Cause, pursuant to section 47;
- a Monetary Order for damage or compensation under the *Act*, pursuant to section 67;
- a Monetary Order for the cost of emergency repairs, pursuant to section 33;
- an Order 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.

Preliminary Issue- Jurisdiction

Both parties agreed that a written agreement was not entered into by the parties. Prior to the relationship between the parties deteriorating, the parties were in discussions as to the terms of a future agreement and the respondent permitted the applicant to have access to the subject property.

Both parties agreed that no rental or residential accommodation was provided to the applicant on the property and that the only buildings on the property are a barn and a car port.

The applicant testified that he moved a motor home onto the subject property and resides in that motor home. The respondent's counsel submitted that the subject property is farm land and contains no residential buildings.

Section 2 of the *Act* states that the *Act* applies to tenancy agreements, rental units and other residential property.

Section 1 of the *Act* provides as follows:

- **"tenancy agreement"** means an agreement, whether written or oral, express or implied, between a landlord and a tenant respecting possession of a rental unit, use of common areas and services and facilities, and includes a licence to occupy a rental unit;;
- **"rental unit"** means living accommodation rented or intended to be rented to a tenant; and
- **" residential property"** means
 - (a) a building, a part of a building or a related group of buildings, in which one or more rental units or common areas are located,
 - (b) the parcel or parcels on which the building, related group of buildings or common areas are located,
 - (c) the rental unit and common areas, and
 - (d) any other structure located on the parcel or parcels.

Based on the undisputed facts that the subject property does not contain a rental unit or accommodation, I find that agreement between the parties is not a tenancy agreement or an agreement in relation to a rental unit or residential property. Therefore, I find that the *Act* does not apply to this dispute. I decline to hear this matter for lack of jurisdiction.

Conclusion

I dismiss the applicant's application 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: September 24, 2018

Residential Tenancy Branch