



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      AAT FFT LAT LRE MNDCT OLC

### Introduction

This hearing was convened as a result of the Occupant's Application for Dispute Resolution. The participatory hearing was held, by teleconference, on May 14, 2019. The Occupant applied for multiple remedies, pursuant to the *Residential Tenancy Act* (the "Act").

Both parties attended the hearing. The Occupant confirmed receipt of the Owner's evidence. The Owner confirmed receipt of the Occupant's application and all of the evidence, except the digital videos uploaded.

Residential Tenancy Branch Rule of Procedure 3.14 requires that evidence to be relied upon at a hearing must be received by the Residential Tenancy Branch and the respondents (Owner) not less than 14 days before the hearing. As the Occupant did not provide his digital evidence to the Owner, it will not be considered. Only the paper documentation from the Occupant is admissible, as this is all that was served to the Owner.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence submitted in accordance with the rules of procedure, and evidence that is relevant to the issues and findings in this matter are described in this Decision. Not all evidence that was submitted will be summarized. Only evidence which underpins my decision will be referenced.

### Preliminary and Procedural Matters

The issue of jurisdiction was raised, and as such, I directed the parties to present their statements and evidence with respect to whether or not I have jurisdiction to hear their dispute under the Residential Tenancy Act. Each party was given a chance to speak on this matter, and I subsequently reviewed the evidence and testimony. I adjourned the hearing, after hearing from each party on this issue, and indicated to both parties that if I accepted jurisdiction, we would reconvene the hearing, and hear the Occupant's application in full. However, if I decline jurisdiction, then no further hearing would occur. Below is my analysis on the issue of jurisdiction.

The Occupant stated that this should be considered a tenancy because he signed a tenancy agreement, paid a deposit, and agreed to work in exchange for accommodation. The Occupant stated that he agreed to work on the farm in exchange for free rent, but the relationship and agreement went sideways, and he was forced to move out. The Occupant stated that he had his own self-contained area, which was separate from where the Owner lived, and he did not share a kitchen/bathroom with the Owner.

The Owner stated that she owns and operates a legal and licenced farm on a 2.68 acre parcel of land. The Owner stated that she raises geese, ducks, emus, and chickens, in addition to growing potatoes, garlic, blueberries and other vegetables. The Owner stated that she then sells these products to earn an income and support the farm operations. The Owner provided a written submission which highlighted that she has a large farmhouse with 5 bedrooms, and in order to maintain the farm, she allows workers to stay for free, as long as they perform their work duties (feeding animals, cleaning pens, maintaining chicken egg production etc.).

In the Owner's written package, she included a copy of the document titled "Contract Job Agreement", dated January 4, 2019, which the Occupant signed and acknowledged, prior to taking the job and moving in. The agreement specifies all the different work tasks to be done. It further highlights the following:

- Work accommodation will be provided at the farm in exchange for animal care, gardening and maintenance jobs
- The Occupant will pay \$175.00 towards utilities
- Work accommodation is "solely provided for the purpose of easy access to the job and this benefit will end with the termination of our job agreement"
- And also "this is not a tenancy agreement", followed by "work accommodation is provided solely for the purpose of the job". This bullet point on the job agreement is initialled by the Occupant.

- January till March 2019 was a trial period
- The Occupant paid a security deposit

Section 4 of the Act outlines several scenarios under which the Act does not apply. Although there are several scenarios where the Act does not apply, I first turn to the following portion, as it is what my decision hinges upon:

**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

I note the Occupant argued that the Owner is not exempt from the Act because he does not share a kitchen or a bathroom with the Owner. However, another exemption, which I find is more instructive and applicable in this case is the one above.

I find the Owner's testimony and evidence was detailed, clear, and compelling, in that she owns and operates a farm; she raises and sells animals, animal products, and food in a business capacity in order to maintain the farm and she has people stay with her for the sole purpose of helping maintain the business. I find the written job agreement provided into evidence is also clear in that the Occupant agreed that work accommodation is "solely provided for the purpose of easy access to the job and this benefit will end with the termination of our job agreement". The Occupant/employee also initialled that "this is not a tenancy agreement", followed by "work accommodation is provided solely for the purpose of the job". Although the Occupant argued that he signed a tenancy agreement, I find otherwise. I find the Occupant signed a work agreement, not a tenancy agreement, and although he may have had a licence to occupy a room in the house, he agreed to the fact (as per the contract), that he was living there "solely for the purpose of easy access to the job."

After reviewing the evidence, I find the Act does not apply to this situation, as the living accommodation provided to the Occupant was primarily business (farm) centric, and was encompassed all within the one work agreement, not a tenancy agreement.

Given the totality of the situation, I decline jurisdiction on this matter and another hearing will not be required.

Conclusion

I decline jurisdiction on this matter. The application is dismissed in full 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: May 14, 2019

---

Residential Tenancy Branch