



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CANADA ASIA-PACIFIC AGRICULTURAL TRADE INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **FFT MNDCT MNSD**

Introduction

This hearing dealt with an application by the tenant under the *Residential Tenancy Act* (the *Act*) for the following:

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- An order for the landlord to return the security deposit pursuant to section 38;
- A monetary order for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement pursuant to section 67 of the *Act*;
- An order requiring the landlord to reimburse the tenant for the filing fee.

The agents AU and HY attended for the tenant ("the tenant"). No one attended for the landlord. The landlord attended the hearing and had the opportunity to call witnesses and present affirmed testimony and written evidence.

The tenant did not attend the hearing. I kept the teleconference line open from the scheduled time for the hearing for an additional ten minutes to allow the tenant the opportunity to call. The teleconference system indicated only the landlord and I had called into the hearing. I confirmed the correct call-in number and participant code for the tenant was provided.

The tenant provided affirmed testimony that the tenant served the landlord with the Notice of Hearing and Application for Dispute Resolution by registered mail sent on June 19, 2019 and deemed received by the landlord under section 90 of the *Act* five days later, that is, on June 24, 2019.

The tenant provided the Canada Post Tracking Number in support of service to which I refer on the cover page. Pursuant to sections 89 and 90, I find the tenant served the

landlord with the Notice of Hearing and Application for Dispute Resolution on June 24, 2019.

Preliminary Issue

The tenant testified that this application concerns a commercial tenancy agreement between the parties. The tenant submitted a copy of the tenancy agreement as evidence which stated that it is a commercial tenancy.

As stated in *Residential Tenancy Policy Guideline 14*, the Act does not apply to a commercial tenancy.

Accordingly, I decline to hear this matter as I do not have jurisdiction to do so. The matter is dismissed without leave to reapply.

Conclusion

The tenant's application is dismissed without leave to reapply for lack of jurisdiction.

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: July 09, 2019

Residential Tenancy Branch