



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, DRI, OLC, PSF, RR

Introduction

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

- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 47;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62;
- 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 to the landlord to provide services or facilities required by law pursuant to section 65;
- a determination regarding their dispute of an additional rent increase by the landlord pursuant to section 43.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions. The parties confirmed that they had exchanged their documentary evidence.

Preliminary Issue – Jurisdiction

At the outset of the hearing the issue of jurisdiction was raised. The respondent felt that the Branch had jurisdiction. The applicants counsel was unsure as to whether the Branch did or did not and deferred to me to make that finding. The applicant and respondent both agreed and confirmed that the "suite" is an unfinished storage room above a woodworking shop. The parties agreed that they had a verbal agreement for the applicant to build a habitable unit in exchange for "rent credits". The applicant advised that he has overpaid the respondent of "rent credits" and the respondent advised that the applicant has used up all his "rent credits" and owes him money.

Analysis

Although the term "suite" was used by the parties, they both confirmed that this is a timber structure that was unfinished with no drywall, appliances or fixtures when the "agreement" was entered into and that it was not habitable, and, that the construction of

the unit is incomplete. I find that this is not a rental unit as defined under the Residential Tenancy Act. In addition, the parties "agreement" was for the applicant to build a complete unit from scratch and then at some point live in it. The applicant testified that the unit does not meet the basic standard livable definition of a unit as some services and facilities have not yet been provided. Both parties further confirmed that the unit has not been completed and that further work is required to have it meet the required services and facilities outlined in the Definitions section of the Residential Tenancy Act.

Although the respondent used the terms "landlord, tenant and suite" regularly, that does not mean that the Branch has jurisdiction. The parties did not sign a tenancy agreement or any agreement to give a clear picture of what the intent of their relationship was to be. Based on the documentation before me and the testimonies of the party, I find that this is a contract dispute of an incomplete construction project and not a landlord tenant relationship.

In light of the above, it is my determination that the Applicant and Respondent have no rights or obligations to each other under the *Residential Tenancy Act* and therefore I do not have jurisdiction to resolve a dispute between the parties.

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: October 21, 2019

Residential Tenancy Branch