



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding HOMELIFE GLENAYRE REALTY CHILLIWACK LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** MNR, MNSD, FF

### **Introduction**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order for unpaid rent and for the recovery of the filing fee. The landlord also applied to retain the security deposit.

The landlord testified that on September 27, 2019, she served the tenant with the notice of hearing by registered mail. The landlord filed a copy of the tracking slip into evidence.

Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Does this rental unit fit the definition of a rental unit as stated in section 1 of the *Residential Tenancy Act*? Is the landlord entitled to a monetary order for unpaid rent and for the recovery of the filing fee? Is the landlord entitled to retain the security deposit?

### **Background and Evidence**

The landlord testified that the parties entered into a tenancy agreement on July 30, 2019. The rental unit is a shop where the tenant intended to sand and paint vehicles using a compressor. The tenant did not intend to use the shop as living accommodation. The landlord agreed that this dispute concerns a detached garage which is rented exclusively for the purposes of sanding and painting vehicles.

### **Analysis**

Section 1 of the *Act* defines “rental unit” as meaning “living accommodation rented or intended to be rented to a tenant.”

Section 2 of the *Act* sets out what the *Act* applies to and states, in part, as follows:

2(1) Despite any other enactment but subject to section 4 [*what this Act does not apply to*], this Act applies to tenancy agreements, rental units and other residential property.

I find that the shop which is the subject of this dispute does not fall within the scope of statutory authority set out in the *Act*. Accordingly, I dismiss the landlord’s application. Since the landlord has not proven her claim she must bear the cost of filing this application.

### **Conclusion**

The landlord’s application is dismissed

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: January 23, 2020

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Residential Tenancy Branch