



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDCT, MNSD

### Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking a monetary order for money owed or compensation for damage or loss under the *Residential Tenancy Act*, regulation or tenancy agreement and for a monetary order for return of all or part of the pet damage deposit or security deposit.

The tenant attended the hearing with a support person, who joined the call from a separate telephone. The landlord and the landlord's spouse also attended and were represented by an agent, who is an Articled Student.

At the commencement of the hearing, the landlord's agent submitted that the *Residential Tenancy Act* does not apply because the suite rented by the tenant was rented for the purpose of running a business, and included moorage, under a single agreement, and referred to Residential Tenancy Policy Guideline 27 and Section 4 (d) (i) of the *Residential Tenancy Act*.

The tenant agreed that the suite was rented with moorage to run a business under a single agreement.

### Analysis

The *Residential Tenancy Act* states:

- 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,

Since the parties agree that the living accommodation included premises that were primarily occupied for business purposes under the same agreement, I decline jurisdiction.

Conclusion

For the reasons set out above, I hereby decline 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: January 18, 2021

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Residential Tenancy Branch