



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, RPP, OLC, LRE, FF

Introduction, Preliminary and Procedural Matters-

This hearing dealt with the tenant/applicant's (hereafter referred to as "applicant") application for dispute resolution seeking remedy under the Residential Tenancy Act (Act) for an order cancelling the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (Notice), an order requiring the landlord to return their personal property, an order requiring the landlord to comply with the Act, regulations, or tenancy agreement, an order suspending or setting conditions on the landlord's right to enter the rental unit, and recovery of the cost of the filing fee.

The applicant and their interpreter appeared at the hearing and supplied evidence that the landlord/respondent (hereafter referred to as "respondent") was served with their Notice of Hearing and application via registered mail on April 13, 2022. The applicant said that the respondent did not claim the registered mail, which led the applicant to serve their hearing documents by attaching them to the respondent's door. The applicant filed the registered mail tracking information and a copy of the receipt showing the tracking number.

I find the respondent was served notice of this hearing in a manner required under section 89(1) of the Act.

At the outset of the hearing, due to the documentary evidence submissions of the applicant, the issue of jurisdiction under the Residential Tenancy Act was explored as to the determination of whether this dispute fell under the jurisdiction of the Act.

Issue(s) to be Decided

1. Does this dispute fall under the jurisdiction of the Residential Tenancy Act so that I have authority to resolve this dispute?
2. If so, is the applicant entitled to the relief sought?

Background and Evidence

The applicant provided a written tenancy agreement for this dispute.

The written tenancy agreement was dated and signed by both parties on November 15, 2016. The terms of the written tenancy agreement reflect that the tenancy began on November 16, 2016, for a fixed-term of 600 months, ending on November 15, 2066.

The monthly rent listed was \$1 due on an unspecified date.

There was other evidence from the applicant showing that the applicant lived in the upper portion of the residential property along with his mother, who paid and had ownership interest in the home.

Analysis and Conclusion

In order for me to make a decision on the applicant's application, I must first decide whether this dispute falls under the jurisdiction of the Residential Tenancy Act.

Section 4 (i) of the Act states that the Act does not apply to:

- (i) living accommodation rented under a tenancy agreement that has a term longer than 20 years.

In this case, the tenancy agreement has a term of 50 years, through 2066.

Based on this evidence, I find that the living accommodation here meets the above criteria for exclusion under section 4(i) of the Act, and I therefore decline to find jurisdiction to resolve this dispute.

The applicant is at liberty to continue to seek the appropriate legal remedy to their dispute.

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*. Pursuant to section 77(3) of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: July 26, 2022

Residential Tenancy Branch