

DECISION

Dispute Codes MNDC, RR, O

This is an application filed by the Tenant for a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, to allow the Tenant to reduce rent for repairs, services or facilities agreed upon but not provided, a lack of utilities, to have the Landlord retain an alternate property manager and to make repairs requested.

Both parties attended the hearing by conference call and gave testimony. The Tenant has not submitted any evidence. The Landlord has submitted a copy of a signed commercial lease agreement dated March 15, 2011 that the Tenant has acknowledged entering into with the Landlord. The Tenant states that a further verbal agreement with the Landlord exists allowing the Tenant to live in this rental unit as a commercial/residential premises. The Tenant states that she has no evidence that would support her claim that a commercial/residential agreement exists.

Pursuant to Section 4 of the Residential Tenancy Act, I find that there is no jurisdiction to hear this matter as I deem this to be a commercial lease agreement. The Tenant has offered no evidence to support her claim that this Tenancy was not operated primarily as a commercial tenancy.

The Tenant exited the conference call hearing before the hearing ended. The Tenant did not call back in.

Conclusion

The Tenant's application is dismissed 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: October 03, 2011.

Residential Tenancy Branch