



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Winter Blossom Holdings Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET, FF

Introduction

This hearing was convened in response to an application for dispute resolution pursuant to the Residential Tenancy Act (the "Act") for Orders as follows:

1. An Order ending the tenancy early and granting an order of possession - Section 56;
2. An Order to recover the filing fee for this application - Section 65.

The Applicant and Respondent were each given full opportunity under affirmation to be heard, to present evidence and to make submissions

Issue(s) to be Decided

Does the Act apply to the dispute?

Background and Evidence

The following are undisputed facts: On May 3, 2011 the Parties entered into a lease agreement for a parcel of land. No rental or residential accommodation was provided to the Respondent under the term of the lease agreement. The Respondent moved a trailer onto the land and resides in that trailer.

Analysis

Section 2 of the Act provides that the Act applies to tenancy agreements, rental units and other residential property. Section 1 of the Act provides as follows:

- **"tenancy agreement"** means an agreement, whether written or oral, express or implied, between a landlord and a tenant respecting possession of a rental unit, use of common areas and services and facilities, and includes a licence to occupy a rental unit;;

- **"rental unit"** means living accommodation rented or intended to be rented to a tenant;
and
- **" residential property"** means
 - (a) a building, a part of a building or a related group of buildings, in which one or more rental units or common areas are located,
 - (b) the parcel or parcels on which the building, related group of buildings or common areas are located,
 - (c) the rental unit and common areas, and
 - (d) any other structure located on the parcel or parcels.

Based on the undisputed facts that the written lease agreement is only in relation to land and does not provide any rental unit or accommodation to the Respondent and anyone else, I find that the lease agreement is not a tenancy agreement or an agreement in relation to a rental unit or residential property and that the Act therefore does not apply to the dispute. I dismiss the application.

Conclusion

The Act does not apply and the application is therefore 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 08, 2018

Residential Tenancy Branch