



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT, CNC, MNDCT, OLC, LRE, LAT, FFT

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- more time to make an application to cancel the landlord's 1 Month Notice to End Tenancy for Cause, dated December 30, 2019 ("1 Month Notice"), pursuant to section 66;
- cancellation of the landlord's 1 Month Notice, pursuant to section 47;
- a monetary order for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 38;
- an order to requiring the landlord to comply with the *Act*, *Regulation* or tenancy agreement, pursuant to section 62;
- an order restricting the landlord's right to enter the rental unit, pursuant to section 70;
- an order authorization the landlord to change the locks to the rental unit, pursuant to section 70; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The two landlords, landlord YF ("owner") and landlord MK ("landlord"), and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The owner confirmed that he owns the rental unit and the landlord confirmed that she has a lease with the owner, not with the tenant. This hearing lasted approximately 19 minutes.

Preliminary Issue – Jurisdiction to hear Matter

The tenant and the owner agreed to the following facts. The tenant lives in the rental unit, which is a barn, with her boyfriend. The tenant's boyfriend is employed by the owner, taking care of animals at the farm, and does not pay rent to the owner.

Section 4(d) of the *Act*, outlines a tenancy in which the *Act* does not apply:

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;*

I find that this application is excluded by section 4(d) of the *Act* as the rental unit is primarily occupied for business purposes and rented under a single agreement. The tenant and her boyfriend do not pay rent to the owner and the tenant's boyfriend is employed by the owner on the farm. The tenant and her boyfriend occupy the rental unit for business purposes under a single agreement. The tenant and her owner agreed with this interpretation during the hearing.

For the above reasons, I find that this is not a matter within the jurisdiction of the RTB. Accordingly, I decline jurisdiction over the tenant's application. I informed all parties of my decision verbally during the hearing.

I notified the tenant that she could pursue any claims at the Provincial Court of British Columbia or the Supreme Court of British Columbia, if she wished to do so.

Conclusion

I decline jurisdiction over the tenant's application. I make no determination on the merits of the tenant's application.

Nothing in my decision prevents either party from advancing their claims before a Court of competent 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: March 19, 2020

Residential Tenancy Branch