



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 9325166 CANADA INC  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDCT, FFT

### Introduction

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

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- a monetary order for money owed or compensation for damage or loss under the *Act*, *Regulation* or tenancy agreement, pursuant to section 67; and
- authorization to recover the filing fee for its application from the respondent, pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The parties acknowledged receipt of evidence submitted by the other. I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant facts and issues in this decision.

### Preliminary issue - Jurisdiction

This hearing took almost two hours to complete. The parties were given full and ample opportunity to present their positions. The issue of jurisdiction arose during the hearing and time was required to fully explore and understand the nature and mechanics of this agreement. The applicant gave the following testimony. The applicant testified that the six-bedroom home had been modified to have nine bedrooms to accommodate more student renters. The applicant testified that the agreement with the respondent was that she was to pay \$3000.00 rent per month plus utilities. The applicant testified that the amount of rent she collected from the students was in excess of the rent and utility costs she had to pay each month. The applicant testified that the range she charged to rent each room was from \$600.00 - \$825.00 per month. The applicant testified that she did

not reside in the home at any time. The applicant testified that she is the sole Director of a company that facilitates shared housing and rents several properties.

Counsel for the landlord submits that the applicant is not a vulnerable tenant, but rather, a sophisticated company that should not be entitled to any compensation. Counsel submits that the respondent acted in good faith and that the matter should be dismissed.

### Analysis

The relationship between the parties is an acrimonious one. The parties were cautioned about their behaviour during the hearing on several occasions as they often interrupted each other and raised their voices on several occasions.

Section 4 of the Act addresses the issue before me as follows:

#### **What this Act does not apply to**

**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,

The applicant was collecting \$5400.00 to \$7425.00 per month in rent. The applicant was very clear in her testimony that she did not reside in the home and that the amount of revenue she received from the students far exceeded what her costs were to rent the home. The applicant continually referred to “members of my team” that addressed some minor repairs and issues in the home; referencing that this was a very organized and sophisticated business model. I find that this was a high volume, highly profitable business venture for the applicant. I find that the applicant rented this home for a singular purpose, and that purpose was to make money and not for her own personal housing or shelter. I find that the Residential Tenancy Act does not apply as the living accommodation was occupied for business purposes and rented under a single agreement.

### Conclusion

I decline jurisdiction to hear this matter; accordingly, this application is dismissed in its entirety without leave to reapply.

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: September 24, 2020

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Residential Tenancy Branch