

## 27. Jurisdiction

July-24

---

### In This Guideline:

A. Takeaway .....	1
B. Related Guidelines.....	1
C. Legislative Framework.....	2
D. Constitutional Jurisdiction .....	2
<i>Reserve Lands</i> .....	3
<i>Military Housing</i> .....	4
E. Treaty First Nation Lands.....	4
F. Statutory Jurisdiction – Monetary Limits.....	6
Limit on monetary amount claimed.....	6
G. Statutory Jurisdiction – Linked Substantially to the Supreme Court .....	9
H. Statutory Jurisdiction – Licenses and Types of Residences.....	10
<i>Licenses to Occupy</i> .....	10
<i>Float Homes, Travel Trailers and Recreational Vehicles</i> .....	11
I. Statutory Exclusions.....	11
<i>Accommodation Owned or Operated by an Educational Institution</i> .....	11
<i>Vacation or Travel Accommodation and Hotel Rooms</i> .....	11
<i>Commercial Tenancies</i> .....	12
J. Other Scenarios .....	12
<i>Transferring Ownership</i> .....	13
<i>Co-Signers and Guarantors</i> .....	13
<i>Disputes Between Tenants and Roommates</i> .....	13
K. Strata Corporations.....	14
L. Policy Guideline Intention .....	15
M. Changes to Policy Guideline.....	15

### A. Takeaway

This policy guideline addresses the jurisdiction of the Residential Tenancy Branch

### B. Related Guidelines

## 27. Jurisdiction

July-24

- 9. [Tenancy Agreements and Licenses to Occupy](#)
- 14. [Type of Tenancy: Commercial or Residential](#)

### C. Legislative Framework

<i>Residential Tenancy Act</i> (RTA)	<i>Manufactured Home Park Tenancy Act</i> (MHPTA)
<ul style="list-style-type: none"> <li>• Sections, 2, 4, 5.1, 58 and 84.1</li> </ul>	<ul style="list-style-type: none"> <li>• Sections, 2, 4, 5.1, 51 and 77.1</li> </ul>
<i>Administrative Tribunals Act</i> : sections 1 and 44 <i>Constitutional Question Act</i> : section 8	

Except as set out in section 58(2) of the RTA and section 51(2) of the MHPTA, the director of the Residential Tenancy Branch (RTB) has exclusive jurisdiction to inquire into and hear and determine all those matters and questions of fact, law and discretion arising or required to be determined in a dispute resolution proceeding or in a review brought under those Acts, and to make any order permitted to be made.

The director has exclusive jurisdiction to resolves disputes involving:

- the rights, obligations and prohibitions under the RTA and MHPTA,
- the rights and obligations under the terms of a tenancy agreement that are required or prohibited under the RTA or MHPTA, or that relate to the tenant's use, occupation or maintenance of the rental unit or manufactured home site, or
- the use of common areas or services or facilities.

A decision or order of the director on a matter in respect of which the director has exclusive jurisdiction is final and conclusive; it is not open to question or review in any court except by judicial review.

### D. Constitutional Jurisdiction

The director does not have jurisdiction over constitutional questions. The director cannot make determinations about the constitutional validity or applicability of a law, including the RTA or MHPTA, and cannot grant most remedies under section 24(1) of the *Charter of Rights and Freedoms*.

If a question concerns the constitutional validity of a law, the director will not

## 27. Jurisdiction

July-24

---

consider this issue but will generally proceed on the presumption that laws are validly enacted and constitutional until a court of competent jurisdiction finds otherwise. The director can also typically hear and determine disputes under the director's exclusive jurisdiction without having to make a decision about a *Charter* remedy.

However, the director cannot proceed when there is a non-trivial question about the constitutional applicability of the RTA or MHPTA as it goes to whether the director has jurisdiction to hear the dispute. Questions of the constitutional applicability of the RTA or MHPTA arise when the dispute concerns a rental unit or manufactured home site located on land that is under the jurisdiction of the federal government. In that circumstance, the parties must proceed to the BC Supreme Court to have any question of constitutional applicability resolved. The director cannot hear disputes relating to such properties unless the BC Supreme Court determines the RTA or MHPTA is applicable.

### **Reserve Lands**

Reserves are tracts of land owned by the federal government for the use and benefit of a First Nation. Under section 91(24) of the *Constitution Act, 1867*, the federal government has exclusive authority to make laws regarding reserve lands. The BC Court of Appeal has held that the MHPTA does not apply to tenancies on reserve lands. The same analysis should apply for the RTA. See: [Sechelt Indian Band v. British Columbia \(Manufactured Home Park Tenancy Act, Dispute Resolution Officer\)](#), 2013 BCCA 262; and [McCaleb v. Rose](#), 2017 BCCA 318.

Reserve lands include the **Westbank First Nation** reserve lands which are the subject of a self-government agreement between the Westbank First Nation and the federal government. That agreement expressly states the Westbank Lands fall under section 91(24) of the *Constitution Act, 1867*. As part of their self-governance, the Westbank First Nation has established the WFN Residential Premises Law which applies to tenancies on Westbank First Nation reserve lands.

### **Exception: Squamish Nation Rental Units and Manufactured Home Sites**

There is currently one exception to the question of the constitutional applicability of the RTA and MHPTA on reserve lands. In 2023, the federal government enacted the [Squamish Nation Residential Tenancy Regulations](#) under the *First Nations Commercial and Industrial Development Act*. This applies the RTA and MHPTA to specific rental units and manufactured home sites on Squamish Nation reserve lands. As required

## 27. Jurisdiction

July-24

---

by the *First Nations Commercial And Industrial Act*, **Squamish Nation**, BC, and Canada made an agreement for the director to exercise their powers under the RTA and MHPTA in relation to these tenancies.

The Regulations provide that the RTA and MHPTA apply to the following rental units and manufactured home sites on reserve lands belonging to the Squamish Nation:

- 100 Khatsilano Road, West Vancouver
- 189 Mathias Road, West Vancouver
- 191 Mathias Road, West Vancouver
- 239 Capilano Road, West Vancouver
- 41139 Government Road, Squamish

The RTB has jurisdiction to resolve tenancy disputes in regard to rental units and manufactured home sites at these locations and, in light of the federal legislation.

### ***Military Housing***

Military housing is administered by the Department of National Defence and is managed by the Canadian Forces Housing Agency (“CFHA”). Under section 91(7) of the *Constitution Act, 1867*, the federal government has exclusive legislative authority over the military and defence. The CFHA has a dispute resolution service for disputes involving military housing.

### **E. Treaty First Nation Lands**

#### ***Modern Treaty First Nations***

Historically, few treaties were negotiated with First Nations people in BC. Treaty-making resumed in the 1990s with the signing of the Nisga’a Final Agreement, and the establishment of the BC Treaty Commission. The Nisga’a Final Agreement, and treaties that have been negotiated and ratified through the BC Treaty Commission are called modern treaties.

Lands that belong to a First Nation under a modern treaty are not reserve lands. Whether the RTA and MHPTA apply to treaty lands will depend on the details of the treaty and the laws of a Treaty First Nation rather than the Constitution. Thus, the application of the RTA and MHPTA to treaty lands is generally not considered to raise

## 27. Jurisdiction

July-24

a question of *constitutional* applicability. The director can interpret and apply the rules set out in a treaty regarding the relationship between provincial laws and the Treaty First Nation's laws, as well as any relevant laws made by the Treaty First Nation, to determine what, if any, authority the director has in relation to tenancies on the treaty lands.

### ***Treaty Lands where the RTB has jurisdiction to resolve disputes***

The RTA and MHPTA apply to the treaty lands of the following Nations, with some modifications through laws established by the Nation:

- **Toquaht Nation,**
- **Huu-ay-aht First Nations, and**
- **Ka':yu:k't'h'/Che:k'tles7et'h' First Nations.**

The RTA and MHPTA apply to the treaty lands of the following Nations, without modification through laws established by the Nation:

- **Nisga'a Nation,**
- **Tsawwassen Nation,**
- **Uchucklesaht,**
- **Yuułu?ił?ath (referred to in the Maa-nulth First Nations Final Agreement as the Ucluelet First Nation).**

The final agreements authorize the modern treaty First Nation to make laws in respect of the use and management of their treaty lands. Such laws generally prevail if they conflict with a provincial law. The final agreements also include provisions making provincial laws applicable to the treaty lands. Where a modern treaty First Nation has not made a law relating to residential tenancies, then the general provision regarding the applicability of provincial laws should result in the RTA and MHPTA governing tenancies on these treaty lands.

### ***Treaty Lands where the RTB DOES NOT have jurisdiction to resolve disputes***

The following modern treaty First Nations have established laws that do not apply the RTA or MHPTA to their treaty lands:

- **Tla'amin Nation:** The Tla'amin Residential Tenancy Law states that it prevails over the RTA unless expressly stated or incorporated in that law. The dispute resolution process provided for in the Tla'amin Residential Tenancy Law does

## 27. Jurisdiction

July-24

---

not provide the director with any authority to hear disputes in relation to tenancies on Tla'amin Reserve Lands.

### F. Statutory Jurisdiction – Monetary Limits

#### *Limit on monetary amount claimed*

Except in limited circumstances set out below, the director must not determine disputes involving claims for debts or damages if the monetary amount claimed exceeds the limit set out in the *Small Claims Act* (see section 58(2)(a) of the RTA and section 51(2)(a) of the MHPTA). The limit is currently \$35,000.

As set out in section 58(2)(a.1) of the RTA and section 51(2)(a.1) of the MHPTA, the director must not determine disputes arising from the following sections of the RTA and MHPTA if the amount claimed exceeds \$65,000:

- sections 51 (1) or (2), 51.1, 51.3, and 51.4 of the RTA;
- sections 44 (1) or (2) and 44.1 of the MHPTA.

There is no monetary limit when the applicant does not seek monetary compensation, such as if a tenant applies for an order requiring their landlord to make repairs. The director may order a landlord to make repairs that cost more than the small claims limit.

If a monetary claim exceeds the small claims limit or the \$65,000 limit, as applicable, a person has two options:

1. Apply to the BC Supreme Court (section 58(4) of the RTA and section 51(4) of the MHPTA), or
2. Abandon the part of the claim over the monetary limit and pursue the monetary claim through the Residential Tenancy Branch dispute resolution process (section 58(2.1) of the RTA and section 51(2.1) of the MHPTA).

A person begins the application process at the BC Supreme Court by filing a petition at the Supreme Court and serving it on their landlord or tenant, as applicable, and on the director. If the Court finds that there is a claim before them that the director would otherwise have jurisdiction to hear except for the monetary amount claimed, the court will decide whether it will hear and determine the dispute. The RTA and MHPTA recognize that in some, but not all, circumstances, a claim for a larger

## 27. Jurisdiction

July-24

---

monetary amount is more appropriately resolved in the BC Supreme Court, where more rigorous and formal procedures like document discovery are available. The Court may consider factors such as by how much the claim exceeds the monetary limit, whether the issues fall squarely within the director's expertise, and whether the parties have other disputes before the director. See:

If the Court orders that the director hear and determine the dispute, then the director can make a monetary order for an amount over the monetary limit.

Alternatively, if an applicant chooses to abandon part of a claim to come within the small claims limit or \$65,000 limit, as applicable, the director has jurisdiction without the person first having to go to the BC Supreme Court. A person cannot later bring another claim seeking the amount they previously abandoned.

### ***Monetary Orders for Unpaid Rent***

#### **If a tenant applies to cancel a notice to end tenancy for unpaid rent**

Under section 55(1.1) of the RTA and section 48(1.1) of the MHPTA, if a tenant disputes a landlord's notice to end tenancy for unpaid rent and, during the dispute resolution proceeding, the director upholds the notice to end tenancy or dismisses the tenant's application, the director must grant a monetary order for the unpaid rent to the landlord. The small claims monetary limit does not apply to monetary orders for unpaid rent that arise from the dismissal of a tenant's application to cancel a notice to end tenancy for unpaid rent. In these instances, the order results automatically under the RTA and MHPTA and the landlord is not required to make an application claiming any amount.

For clarity, a monetary order does not result automatically in cases where the director refuses a tenant's application for dispute resolution under section 59(5) of the RTA or section 52(5) of the MHPTA (e.g., the director refuses a tenant's application because the tenant did not submit their application within the applicable time limit, so the director has no jurisdiction to hear it).

#### **If a landlord applies for compensation for unpaid rent**

Under the RTA and MHPTA, a landlord can apply for dispute resolution to request an order of possession and a monetary order for unpaid rent when they have served a tenant a notice to end tenancy for unpaid rent and the tenant has not, within the applicable time limit, disputed the notice or paid the amount owing. The small claims monetary limit applies to monetary orders for unpaid rent arising from a landlord's

## 27. Jurisdiction

July-24

---

application when there is no application by the tenant also being heard. This is because the landlord must file an application claiming an amount for unpaid rent, which is a debt owed to the landlord. Unlike a monetary order arising from the dismissal of a tenant's application to cancel a notice to end tenancy, where the director must grant an order requiring the payment of unpaid rent, on a landlord's application for monetary compensation for unpaid rent, the director has discretion to grant an order requiring payment of the unpaid rent. In circumstances where the unpaid rent is more than the small claims limit, a landlord has three options:

1. Abandon the portion of their claim for the amount of rent owing that is over the small claims limit and apply for both an order of possession and a monetary order for unpaid rent under the RTA or MHPTA;
2. Seek only an order of possession under the RTA or MHPTA and apply to the BC Supreme Court for an order for the full amount of unpaid rent; or
3. Apply to the BC Supreme Court for both an order of possession and an order requiring payment of the unpaid rent.

See the "Limit on Monetary Amount Claimed" section above for more information on applying to the BC Supreme Court and abandoning a portion of a monetary claim.

### ***Dividing and Consolidating Claims***

An applicant may not divide (or split) their claim between applications to avoid the monetary limit.

An applicant may bring more than one application even if the total combined amount of the applications is above the small claims limit so long as the claims are sufficiently distinct. In determining whether the claims are sufficiently distinct, the director will consider whether the claims arise from the same series of events or are integrally interwoven.

For example, suppose a tenant makes an application for dispute resolution seeking compensation for emergency repairs due to a leak in the roof and submits a second application seeking damages for property that was ruined because of the leak and compensation for loss of enjoyment of the property while there was a leak. In a situation like this, the total of the monetary compensation sought at the RTB cannot exceed the small claims limit because both applications concern claims arising from the same series of events: the roof leak.

## 27. Jurisdiction

July-24

---

However, a tenant could make an application for dispute resolution seeking monetary damages of \$35,000 or less for loss of quiet enjoyment because the landlord unlawfully entered the rental unit, and a second application for dispute resolution seeking monetary damages of \$35,000 or less because the landlord terminated access to utilities. Even if the total of the damages being sought between the two applications exceeds \$35,000, the director has jurisdiction over both applications because the claims do not stem from the same series of events. They also are not integrally interwoven. In this situation, both applications would rely on different evidence and findings of fact.

Under section 73 of the RTA and section 66 of the MHPTA, if two or more applications for dispute resolution are made, the director may require the disputes to be resolved in the same dispute resolution proceeding. If the director decides to resolve multiple applications for dispute in the same dispute resolution proceeding, the director will still determine their jurisdiction based on the individual monetary amounts claimed for each dispute and not the total amount claimed for all of the disputes being heard together, so long as the claims were not impermissibly divided.

Just as an applicant may not split their claim between applications to try to avoid the monetary limit from applying, an applicant also should not lump together unrelated claims from various disputes between the parties to try to prevent the director from taking jurisdiction by claiming the amount sought is now over the applicable monetary limit. Claims made on an application should generally be connected to a single dispute with the other party, such as an unreasonable disturbance relating to construction; arise from a single event, such as a roof leak; or otherwise be related. If an application contains unrelated claims, the director may dismiss those claims with or without leave to reapply.

### **G. Statutory Jurisdiction – Linked Substantially to the Supreme Court**

Under section 58(2)(d) of the RTA and section 51(2)(c) of the MHPTA, the Director must not determine a dispute if the dispute is linked substantially to a matter that is before the Supreme Court.

A dispute that is linked substantially is one where the factual and/or legal issues between the two proceedings are sufficiently connected such that it would be inappropriate for two different decision makers (the RTB and the BC Supreme Court) to consider these issues concurrently. This could occur, for example, where an RTB dispute will be directly affected by the outcome of a BC Supreme Court proceeding,

## 27. Jurisdiction

July-24

---

or where there is a possibility of the court and the RTB having to make findings on the same or overlapping facts or issues.

While each case is distinct, examples of some types of proceedings before the BC Supreme Court that could be linked substantially include:

- Where a tenant has disputed a notice to end tenancy through the RTB and also filed a notice of civil claim claiming an ownership interest in the subject property;
- Where a landlord has applied for compensation for damage caused by a tenant based on a breach of the tenancy agreement through the RTB and also filed a notice of civil claim claiming damages in negligence stemming from the same incident.

Some examples of BC Supreme Court matters that may not be linked substantially to a tenancy dispute are:

- A claim for defamation between parties who happen to be a landlord and tenant;
- A claim for damages based on an assault by a party who happens to be a tenant or landlord of the other party.

The mere fact that there is a BC Supreme Court action between the parties is insufficient to deny jurisdiction to the RTB.

Where a dispute is linked substantially to a matter before the BC Supreme Court, the Director lacks jurisdiction for as long as the BC Supreme Court proceeding is ongoing. If a BC Supreme Court proceeding concludes, the RTB may regain jurisdiction. Alternatively, a party may seek to have the RTB dispute resolved by the court together with the other proceeding by filing a petition seeking relief under the RTA or MHPTA and applying to have the petition consolidated with the existing supreme court matter. A party can also file a petition asking the BC Supreme Court to order the RTB to resolve the tenancy dispute despite it being linked substantially to a matter before the BC Supreme Court.

See [Gates v. Sahota](#), 2018 BCCA 375; [Gil v. Lloyd](#), 2019 BCSC 1455; and [Price v Kehal](#), 2021 BCSC 2118.

### **H. Statutory Jurisdiction – Licenses and Types of Residences**

#### ***Licenses to Occupy***

## 27. Jurisdiction

July-24

---

Section 2 of the RTA states the RTA applies to tenancy agreements, rental units and other residential property. A “tenancy agreement” under the RTA includes a licence to occupy a rental unit.

Section 2 of the MHPTA states the MHPTA applies to tenancy agreements, manufactured home sites and manufactured home parks. The definition of “tenancy agreement” under the MHPTA does not include a license to occupy. See Policy Guideline 9: Tenancy Agreements and Licenses to Occupy

### ***Float Homes, Travel Trailers and Recreational Vehicles***

The definition of “manufactured home” in the MHPTA does not include float homes. This means the MHPTA does not apply to float homes.

The MHPTA may apply to travel trailers and recreational vehicles. See Policy Guideline 9: Tenancy Agreements and Licenses to Occupy for more information.

The RTA defines a “rental unit” as living accommodation rented or intended to be rented to a tenant. This means a person could rent a travel trailer, a recreational vehicle, or a float home under the RTA. For example, if an owner rented out their float home for a fixed term of 6 months, the RTA likely would apply.

### **I. Statutory Exclusions**

Some types of living accommodations and agreements are excluded from the RTA or MHPTA. Some of these are discussed below.

#### ***Accommodation Owned or Operated by an Educational Institution***

The RTA does not apply to living accommodation owned or operated by an educational institution and provided to students or employees of the institution. If an educational institution provides accommodation to individuals other than its students or employees, the RTA may apply.

#### ***Vacation or Travel Accommodation and Hotel Rooms***

The RTA does not apply to vacation or travel accommodation being used for vacation or travel purposes. However, if the accommodation is rented under a tenancy agreement, the RTA applies. For instance, the RTA would likely apply to a winter chalet rented for a fixed term of 6 months.

Whether a tenancy agreement exists depends on the agreement. Some factors that

## 27. Jurisdiction

July-24

---

may determine if there is a tenancy agreement are:

- whether the agreement to rent the accommodation is for a term;
- whether the occupant has exclusive possession of the dwelling unit;
- whether the dwelling unit is the primary and permanent residence of the occupant;
- the length of occupancy.

Even if a hotel room is operated pursuant to the *Hotel Keepers Act*, the occupant is charged the hotel room tax, or the occupant is charged a daily rate, a tenancy agreement under the RTA may exist. A tenancy agreement may be written or oral.

A person occupying a room in a residential hotel may make an application for dispute resolution, without notice to any other party, requesting an interim order that the RTA applies to that living accommodation.

### ***Commercial Tenancies***

The RTA does not apply to living accommodation included with premises that

- are primarily occupied for business purposes, and
- are rented under a single agreement.

In determining whether a living accommodation meets the above criteria, the law has shifted away from primarily relying on the present use of the property, and now requires consideration of additional factors, such as the terms of the agreement between the parties, applicable zoning requirements, development permits and any other relevant local government bylaws or policy guidelines. A tenant cannot change the essential nature of a tenancy by unilaterally choosing to use the unit in a manner that is inconsistent with its original and intended use.

The following court decisions have considered whether premises are primarily occupied for business purposes and/or whether the premises were rented under a single agreement:

- [\*Gardiner v. 857 Beatty Street Project\*, 2008 BCCA 82;](#)
- [\*Bottoms v. Witzke\*, 2022 BCSC 1875;](#)
- [\*G.W.G. Woodcrafters Ltd. v. Bourque\*, 2022 BCSC 2228.](#)

### **J. Other Scenarios**

## 27. Jurisdiction

July-24

---

### ***Transferring Ownership***

A tenancy agreement transfers a landlord's right of possession to a tenant. It does not transfer an ownership interest. If a dispute concerns the transfer of ownership, the director does not have jurisdiction. In deciding whether an agreement transfers an ownership interest, the director may consider whether

- money exchanged was rent or was applied to a purchase price;
- the agreement transferred an interest greater than the right of possession;
- there was a right to purchase in the tenancy agreement and whether it was exercised.

### ***Co-Signers and Guarantors***

A co-signer is a person who signs the tenancy agreement along with the tenant to guarantee the tenant performs the tenancy agreement, e.g., pays rent. A guarantor is a person who signs a separate agreement with the landlord to guarantee the tenant performs the tenancy agreement, e.g., pays rent.

The director has jurisdiction to resolve disputes between co-signers and landlords because they are parties to the tenancy agreement. The director has no jurisdiction to resolve disputes between landlords and guarantors, however, because they are not parties to the tenancy agreement.

### ***Disputes Between Tenants and Roommates***

The RTA gives the director authority to resolve disputes between landlords and tenants. However, a tenant who is occupying a rental unit is excluded from the definition of a landlord in the RTA. That means the director has no jurisdiction to resolve disputes between co-tenants, tenants in common, or roommates.

For example, if Person A enters into a tenancy agreement to rent a 2 bedroom rental unit from a landlord and occupies the first bedroom and rents the second bedroom out to Person B, the RTA would not apply to a dispute between Person A and Person B even if Person B has exclusive possession of the second bedroom. The director does not have jurisdiction to resolve these types of disputes.

However, if Person A is renting a residential property with more than one rental unit (like a house with an upper suite and a lower suite) and Person A rents out the lower suite to Person B, the director may have jurisdiction. Person A may meet the definition of a landlord under the RTA because they are not occupying the rental unit

## 27. Jurisdiction

July-24

---

Person B resides in but they are entitled to possession of that rental unit and are exercising the rights of a landlord in relation to it.

For information on the requirements around subletting, please see Policy Guideline 19: Sublet and Assignment.

Depending on the particulars, the Civil Resolution Tribunal may have jurisdiction to resolve disputes between tenants and roommates. More information about the Civil Resolution Tribunal can be found at [civilresolutionbc.ca](http://civilresolutionbc.ca).

### K. Strata Corporations

Section 138 of the *Strata Property Act* allows a strata corporation to evict a tenant of a residential strata lot for a repeated or continuing contravention of a reasonable and significant bylaw or rule if the contravention seriously interferes with another person's use and enjoyment of a strata lot, the common property, or the common assets. This provision allows the strata corporation to issue a Notice to End Tenancy under section 47 (landlord's notice: cause) of the RTA.

The definition of "landlord" in the RTA sets out what that term "includes" in relation to a rental unit. The definition can also include persons who are not listed. Thus, it can include a person to whom the Legislature has given the powers of a landlord in another statute, such as the *Strata Property Act*. The strata corporation can be a landlord under the RTA but only for the purposes of issuing a notice to end tenancy under section 47 of the RTA, defending any application disputing that notice, and seeking an order and writ of possession in relation to that notice.

Once a strata corporation issues a Notice to End Tenancy under section 138 of the *Strata Property Act*, the director has statutory authority to cancel the notice or uphold the notice and grant an order of possession.

If a tenant disputes the Notice to End Tenancy, the director will determine whether:

- The tenant repeatedly or continuously contravened a bylaw or rule; and
- The contravention of that bylaw or rule seriously interfered with another person's use and enjoyment of a strata lot, the common property or the common assets.

Under an order of possession, the rental unit must be returned to the strata lot owner's possession, but pursuant to section 62(3) of the RTA, the director can also order that the strata corporation is permitted to file and enforce the order of

## 27. Jurisdiction

July-24

possession at the BC Supreme Court under section 84 of the RTA.

### Notes:

- As per section 64.5(c) of the RTA, the director may order that the strata unit owner/landlord be given notice of a dispute resolution proceeding and an opportunity to be heard in the dispute resolution proceeding if, in the director's opinion, the strata unit owner/landlord will be or is likely to be materially affected by the resolution of the dispute.
- The director does not have jurisdiction to determine whether a strata bylaw or rule is legally valid. The Civil Resolution Tribunal has jurisdiction to decide disputes about strata bylaws and rules. If there is a challenge to the bylaws before the Civil Resolution Tribunal, the director may adjourn the dispute resolution hearing concerning the Notice to End Tenancy until the Civil Resolution Tribunal has made a decision.
- The Civil Resolution Tribunal cannot cancel an order of possession or change the director's decision about ending a tenancy; only the BC Supreme Court may do so on a petition for judicial review.

### L. Policy Guideline Intention

The Residential Tenancy Branch issues policy guidelines to help Residential Tenancy Branch staff and the public in addressing issues and resolving disputes under the *Residential Tenancy Act* and the *Manufactured Home Park Tenancy Act*. This policy guideline may be revised and new guidelines issued from time to time.

### M. Changes to Policy Guideline

Section	Change	Notes	Date Guideline Changed
A 1	am	Amended pursuant to Sechelt decision	2013-08-19
B 2	am	Claim amount changed pursuant to Order in Council 166.	2017-06-01
A & B(1)(ii)	am	Amended to clarify jurisdiction around treaty settlement lands and float homes	2017-12-11

## 27. Jurisdiction

July-24

B-E	del		2018-05-17
B	new	Replaces old sections B-E	2018-05-17
B	am	Updated for MHPTA amendments and monetary small claims	2018-06-06
E	new	Section on roommates added	2019-01-07
A 1.C	del	Reference to Tla'amin Nation removed	2019-06-10
B	am	Added reference to RTA 51.4	2021-01-07
B 2	am	Clarified small claims limit for monetary orders for unpaid rent; added content on dividing claims	2022-11-21
B 9	new	Added section on strata corporations	2022-11-21
All	am	Minor changes throughout for clarification based on legal advice	2022-11-21
2	Am	Updated to reflect amendment that the amount claimed for debt or damages excludes any amount claimed under section 51.3 or 51.4 of the RTA	2023-11-30
All	Am	Formatted to new template	May 2024
D	Am	Updated RE: Squamish First Nation	May 2024
E	Am	Updated re: Substantial linkage to the BC Supreme Court	May 2024

## 27. Jurisdiction

July-24

All	Am	Editorial changes	May 2024
F	Am	Updated to reflect new monetary claim limit for applications under sections 51 (1) or (2), 51.1, 51.3, and 51.4 of the RTA and 44 (1) or (2) and 44.1 of the MHPTA.	2024-07-18
All	Am	Added hyperlinks for all case law	2024-07-18
D	Am	Added references to case law under Reserve Lands subsection	2024-07-18
F, G, H	Am	Retitled for consistency between sections	2024-07-18
G	New	Created separate section related to matters that are substantially linked to court proceedings	2024-07-18
F	Am	Added content related to dividing claims and joined applications and unrelated claims	2024-07-18
J	Del	Deleted old section J on Case Law and moved Case Law references to relevant sections	2024-07-18

Change notations

am = text amended or changed

del = text deleted

new = new section added