

DECISION

Dispute Codes: MNSD, FF

Introduction

This hearing dealt with an application by the tenant for a monetary order for the return of double the security deposit and for the filing fee. The tenant stated that he served the hearing document to the landlord in person on March 18, 2010. The tenant did not file any evidence to support service to the landlord. Based on the sworn testimony of the tenant, I accept that the landlord was served the notice of hearing along with copies of the tenant's application and evidence.

Despite having been served the notice of hearing, the landlord did not attend the hearing. The tenant attended the hearing and was given full opportunity to present evidence and make submissions.

Issue to be Decided

Is the tenant entitled to the return of double the security deposit?

Background and Evidence

The tenancy started on February 09, 2010 for a fixed term of 19 days ending on March 01, 2010. The tenant stated that purpose of the renting this unit for a short term was to secure accommodation for the period of the 2010 Winter Olympics. The rent for the entire term of the tenancy was \$2,250.00. The tenant paid a security deposit of \$900.00.

The tenant testified that on March 08, 2010, he was authorized by the landlord to return the keys to the landlord's representative. On that day the tenant gave the landlord his forwarding address in writing.

On March 16, 2010, the tenant made this application and served the landlord with the notice of hearing on March 18, 2010. The tenant stated that he spoke with the landlord when he served him the notice of hearing. Upon asking the landlord for return of the

security deposit, the landlord replied that he would wait for the outcome of the hearing.

Analysis

Section 4 of the *Residential Tenancy Act* speaks to **What this Act does not apply to**, and provides in part as follows:

4 This Act does not apply to

(a) living accommodation occupied as vacation or travel accommodation,...

Following careful consideration of the full circumstances of this dispute, I find that the rental unit at issue was occupied “as vacation or travel accommodation.” Accordingly, I find that pursuant to section 4 of the *Act*, the circumstances of the dispute do not fall within the jurisdiction of the *Act*, and the application must therefore be dismissed.

Conclusion

As the circumstances of this dispute fall outside the jurisdiction of the *Act*, the application is hereby dismissed in its entirety.

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: July 13, 2010.

Dispute Resolution Officer