



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SLOCAN HOLDINGS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, FF

Introduction

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

- authorization to obtain a return of double the value of the security deposit, pursuant to section 38; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The landlord's agent, WH ("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 landlord confirmed that he is the project manager for the landlord company named in this application and that he had authority to represent it as an agent at this hearing. This hearing lasted approximately 29 minutes in order to allow both parties to fully present their submissions.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application.

The tenant confirmed that she served the landlord and the Residential Tenancy Branch ("RTB") with a copy of a letter, dated February 2, 2016, and a monetary order worksheet. The landlord confirmed that he received and reviewed the evidence. I did not receive the evidence at the RTB. As this evidence was irrelevant to the issue regarding jurisdiction, I did not ask the tenant to provide me with it after the hearing.

Preliminary Issue – Jurisdiction to hear Matter

Both parties agreed to the following facts. The rental unit is a two-bedroom, two-story condominium that was fully furnished. The tenant rented this unit for her mother-in-law to reside in for a 30-day short-term vacation and travel accommodation, while visiting from another country during the Christmas season. The tenant was informed by the

landlord prior to renting, that this was a short-term rental by the owner to people on vacation. The tenant paid the landlord \$1,500.00 for rent and \$200.00 for a security deposit on December 5, 2015, which included furniture and hydro in the cost. No written tenancy agreement was signed by the parties. The tenant's mother-in-law has already vacated the rental unit.

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

4 This Act does not apply to

(e) living accommodation occupied as vacation or travel accommodation.

It is undisputed that the tenant's mother-in-law occupied this rental unit for vacation and travel accommodation. Both parties agreed that the tenant's mother-in-law was visiting the tenant during the Christmas season and was only residing in the unit for 30 days. It is undisputed that the landlord clearly communicated to the tenant and the tenant agreed that this unit was only a vacation and travel accommodation for a short term.

The *Act* specifically excludes tenancies whereby the living accommodation is occupied as vacation or travel accommodation. Accordingly, I find that I am without jurisdiction to hear the tenant's application as the *Act* does not apply to this tenancy because it is excluded by section 4(e) of the *Act*.

I advised both parties about my decision during the hearing. I notified the tenant that she could pursue her claim at the Provincial Court of British Columbia or the Supreme Court of British Columbia, if she wished to do so.

Conclusion

I decline to hear the tenant's application as I have no jurisdiction under section 4(e) of the *Act*.

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: October 05, 2016

Residential Tenancy Branch

