



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MOUNTAIN COUNTRY PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, FFT

Introduction

This hearing dealt with the Applicant's Application for Dispute Resolution filed under the *Residential Tenancy Act* (the "Act"). The Applicant applied for the return of his security deposit, and to recover the filing fee for this application. The Matter was set for conference call.

The Applicant attended the hearing was affirmed to be truthful in his testimony. As the Respondent did not attend the hearing, service of the Notice of Dispute Resolution Hearing documents was considered. Section 59 of the *Act* states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The Applicant testified that the Application for Dispute Resolution and Notice of Hearing documents had not been served on the Respondent. Therefore, I find that the Respondent has not been duly served the notification of this hearing as required, pursuant to section 59 of the *Act*.

During the Applicant's testimony, the issue of jurisdiction was raised. The Applicant testified that the rental unit was rented as a summer vacation home for him and his family.

Analysis

Based on the above, the testimony and evidence, I find as follows:

I accept the testimony of the Applicant that he had rented this living accommodation as a summer vacation rental.

Section 4 of the *Act* defines the types of housing agreement that are not covered by the *Act*. Section 4 of the *Act* states the following:

What this Act does not apply to

4 This Act does not apply to

- (a) living accommodation rented by a not for profit housing cooperative to a member of the cooperative,
- (b) living accommodation owned or operated by an educational institution and provided by that institution to its students or employees,
- (c) living accommodation in which the tenant shares bathroom or kitchen facilities with the owner of that accommodation,
- (d) living accommodation included with premises that
 - (i) are primarily occupied for business purposes, and
 - (ii) are rented under a single agreement,
- (e) living accommodation occupied as vacation or travel accommodation,
- (f) living accommodation provided for emergency shelter or transitional housing,
- (g) living accommodation
 - (i) in a community care facility under the *Community Care and Assisted Living Act*,
 - (ii) in a continuing care facility under the *Continuing Care Act*,
 - (iii) in a public or private hospital under the *Hospital Act*,
 - (iv) if designated under the *Mental Health Act*, in a Provincial mental health facility, an observation unit or a psychiatric unit,
 - (v) in a housing based health facility that provides hospitality support services and personal health care, or
 - (vi) that is made available in the course of providing rehabilitative or therapeutic treatment or services,
- (h) living accommodation in a correctional institution,
- (i) living accommodation rented under a tenancy agreement that has a term longer than 20 years,
- (j) tenancy agreements to which the *Manufactured Home Park Tenancy Act* applies, or
- (k) prescribed tenancy agreements, rental units or residential property.

Pursuant to section 4(e) of the *Act*, I find that this living accommodation was a vacation or travel accommodation. Therefore, I decline to accept jurisdiction over the Applicant's dispute with the Respondent.

The Parties are at liberty to seek an appropriate legal remedy to this dispute.

Conclusion

For a reason stated above, I decline jurisdiction to resolve this dispute.

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: November 16, 2018

Residential Tenancy Branch