



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCL-S, MNDL-S

Introduction

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

The Applicant and the Respondent attended the hearing, and each were affirmed to be truthful in their testimony.

At the outset of the hearing, the issue of jurisdiction was raised. It was noted that the accommodation agreement submitted into evidence by the Landlord stated that the rental unit was a vacation accommodation.

"The rental agreement for a 8 month rental (Sept 9th, 2017 until May 31st 2017) for the furnished Vacation Rental Cottage located at..."

[Reproduced as written]

The Applicant testified he normally rented out the rental unit as a vacation accommodation but that this agreement had the potential to be extended long term.

The Respondent did not dispute the testimony or the submitted evidence of the Applicant.

Analysis

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

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 agreement was a vacation or travel accommodation and, 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 22, 2018

Residential Tenancy Branch