



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding OCEAN ISLAND INN
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNSD, MNDC

Introduction

This hearing dealt with an application by the tenant for a monetary order for the return of double the security deposit and for compensation for the loss of quiet enjoyment.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The tenant represented herself. The landlord was represented by their agent. As both parties were in attendance I confirmed service of documents. The landlord confirmed receipt of the tenant's evidence and stated that he did not file any evidence of his own. I find that the landlord was served with evidence in accordance with sections 88 and 89 of the *Act*.

Issue to be Decided

Is the tenant entitled to a monetary order for double the deposit and for compensation?

Background and Evidence

The tenancy started on January 01, 2017 for one month at a rent of \$675.00. The tenant stated that she paid a security deposit of \$200.00. An agreement entitled OI inn guest agreement was filed into evidence. At the end of the month the parties entered into another agreement and this went on for four months. The rent included linen, 24-hour front desk services and housekeeping. There was a café and bar located on site.

The tenant was required to pay \$10.00 per night for her overnight guests and all guests had to check in at the front desk and provide identification. The tenant stated that paying \$10.00 per night for her guests was an inconvenience as was the requirement to show id. The tenant stated that one night one of the front desk staff disturbed her sleep when he demanded \$10.00 at night. The tenant stated that this resulted in a loss of quiet enjoyment and she was claiming \$675.00 as compensation for this loss.

In a letter dated May 23, 2017, the tenant provided her forwarding address with a request for the return of the deposit of \$200.00. Shortly after the landlord returned \$50.00 to the tenant stating that there were some items missing from the room. The tenant is claiming the return of double the balance of the deposit.

In the letter dated May 23, 2017, the tenant states that she stayed at the Inn temporarily to attend classes and her permanent residence was elsewhere.

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 a room in an inn and was occupied on a temporary basis. The rent included linen and housekeeping. Overnight guests were charged \$10.00. As such I find that the accommodation was “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: May 14, 2019

Residential Tenancy Branch