



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PLAN A REAL ESTATE SERVICES LTD. and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      FFL MNDCL-S MNRL-S

### Introduction

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

- a Monetary Order for compensation for unpaid rent and damage or loss pursuant to section 67 of the *Act*;
- authorization to retain the tenants' security deposit in partial satisfaction of this claim pursuant to sections 38 and 67 of the *Act*; and
- recovery of the filing fee for this application from the tenants pursuant to section 72 of the *Act*.

Both parties attended the hearing. The corporate property manager landlord applicant was represented by its agent K.H. The respondent tenants were represented by tenant P.W. and an advocate. The respondent confirmed receipt of the applicant's Notice of Dispute Resolution Proceeding package and evidence. The applicant confirmed receipt of the respondent's evidence. Based on the undisputed testimony of the parties, I find that the documents for this hearing were sufficiently served in accordance with the *Act*.

### Preliminary Issue – Jurisdiction to Hear Dispute

Both parties agreed that there was no jurisdiction for this matter to be heard through a Residential Tenancy Branch hearing process as the accommodation agreement was for a furnished vacation rental, and section one of the "Furnished Travel Accommodation Tenancy Agreement" specifically stated that:

- 1) *The tenant agrees that the rental unit will only be occupied for the sole purpose of being utilized as vacation or travel accommodations. Use for any other purpose is explicitly prohibited. Accordingly, both the landlord and tenant acknowledge that the Residential Tenancy Act of British Columbia does not apply to the terms of this tenancy agreement or any addendum, changes or additions to these terms.*
- 2) *Since the rental unit will only be utilized for vacation or travel accommodations, the landlord and tenant agree that the Residential Tenancy Act of British Columbia is the inappropriate organization to settle any disputes arising from this agreement.*
- 3) *If the landlord and tenant agree to 1) and 2) then they must both initial in the boxes to the right.*

I note that both parties initialled their agreement to these terms.

Section 4 of the *Act*, outlines a tenancy in which the *Act* does not apply, as follows, in part:

- 4 This Act does not apply to
- ...
- (e) living accommodation occupied as vacation or travel accommodation,
- ...

The *Act* specifically excludes tenancies whereby the living accommodation is occupied as vacation or travel accommodation. Further, as it is undisputed by either party that there is no jurisdiction for this dispute to be heard under the *Act*, accordingly, I find that I am without jurisdiction to hear this application for dispute because it is excluded by section 4(e) of the *Act*.

For the above reasons, I find that this is not a matter within the jurisdiction of the Residential Tenancy Branch. Accordingly, I decline jurisdiction over this application.

Therefore, I dismiss the applicant's Application for Dispute Resolution in its entirety.

### Conclusion

The *Act* does not have jurisdiction over this matter and as a result, I dismiss the Application 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: December 12, 2019

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Residential Tenancy Branch