



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## Decision

### Dispute Codes:

MNDC, OLC, OPT, AAT

### Introduction

The Tenant submitted an Application for Dispute Resolution on February 03, 2009, in which the Tenant has made application for a monetary Order or compensation for damage or loss under the *Residential Tenancy Act (Act)*, Regulation or tenancy agreement; an Order requiring the Landlord to comply with the *Act*; an Order requiring the Landlord to return personal property; an Order allowing the Tenant to access the rental unit; and an Order of Possession for the rental unit.

This dispute relates to a room that the Tenant has been occupying in a hotel. The Tenant is also seeking an interim Order that this Act applies to his living accommodation in the hotel. The hearing today dealt solely with the Tenant's application for an interim Order regarding jurisdiction. The hearing was held without notifying the Landlord or any other party, pursuant to section 59(6) of the *Act*.

### Issue(s) to be Decided

The issue to be decided today is whether the Tenant is entitled to an interim Order that the Act applies to this living situation.

### Background and Evidence

The Tenant stated that he and a friend moved into this rental unit on December 31, 2008, at which time they paid a security deposit of \$400.00. He stated that they agreed to pay monthly rent of \$800.00, and that there was an understanding that the tenancy would continue on a month to month basis.

The Tenant stated that when he returned to his rental unit on February 01, 2009, he could not gain access to the room because his access card had been deactivated. He spoke with the clerk at the front counter who activated his card so that he could access the room.

The Tenant stated that a male agent for the Landlord, whom he identified as Curtis, spoke with him on the morning of February 02, 2008 and advised him that he had to be out of the room by 11:00 p.m. that day. The Tenant stated that he told Curtis he intended to continue the tenancy and that he was prepared to pay his portion of the rent. Curtis advised the Tenant that his roommate had ended the tenancy on behalf of both tenants. He stated that the Tenant could not remain in the rental unit because he had already rented it to another person.

The Tenant moved some, but not all, of his property out of the rental unit on February 02, 2009. He stated that he returned to the premises on February 02, 2009 to recover his damage deposit but the Landlord refused to return it due to alleged damage to the rental unit.

### Analysis

On the basis of the information provided by the Tenant, I find that the parties may have entered into a tenancy agreement. In reaching this conclusion I was strongly influenced by the following statements that were made by the Tenant:

- He and his friend agreed to rent the room on a month to month basis, for monthly rent of \$800.00
- He and his friend paid for rent for the month of December in advance
- He and his friend paid a security deposit of \$400.00 on December 01, 2008.

### Conclusion

I hereby issue an interim order that this *Act* applies to this rental unit. This interim Order remains in effect until jurisdiction is determined at a dispute resolution hearing, at which the Landlord will have the opportunity to present evidence that the *Act* does not apply.

As the Landlord is seeking to prevent the Tenant from accessing the rental unit, I have issued the Tenant an Order of Possession which entitles him to occupy the rental unit

until this tenancy is ended in accordance with the *Act*, or until the matter is resolved at a dispute resolution hearing.