

Decision

Dispute Codes: MNSD, FF

Introduction

This hearing dealt with an application by the tenant for double return of the security deposit, and recovery of the filing fee. The tenant and a person assisting him with translation participated in the hearing and gave affirmed testimony.

Despite service of the application for dispute resolution and notice of hearing by way of registered mail, the landlord did not appear.

Issues to be decided

- Whether the tenant is entitled to either of the above under the Act

Background and Evidence

Pursuant to a written "One-Month Term Rental Agreement," the tenancy spanned the one month period from January 31 to February 28, 2010. Rent for this month was \$6,000.00, and a security deposit of \$2,000.00 was paid by way of cheque dated January 31, 2010.

The tenant testified that the unit was rented from a landlord who, himself rents the unit. The tenant testified that he rented the unit in order to accommodate persons visiting Vancouver for the purpose of attending the Olympics.

Despite the tenant's request in writing to the landlord for return of the security deposit, including provision of a forwarding address, the security deposit has not been returned.

Analysis

The full text of the Act, regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca/

Section 4 of the Act speaks to **What this Act does not apply to**, and provides in part as follows:

4 This Act does not apply to

(e) living accommodation occupied as vacation or travel accommodation,...

Based on the documentary evidence and testimony of the tenant, I find that the subject rental unit is “living accommodation occupied as vacation or travel accommodation.”

Accordingly, I further find that the circumstances of this dispute fall outside the jurisdiction of the Act.

Conclusion

In the absence of statutory jurisdiction, the application is hereby dismissed.

DATE: August 17, 2010

Dispute Resolution Officer