

DECISION

Dispute Codes: ERP, RPP, LRE, LAT, RR and O

Introduction

By application received December 3, 2010, the tenant seeks orders for emergency repairs, return of personal property, restriction of the landlord's right to enter the rental unit, authorization to change the locks, a rent reduction and a ruling on whether the tenancy falls within the Residential Tenancy Act.

Issues to be Decided

This matter first requires a decision jurisdiction and if it is found, then it requires decisions on the questions of emergency repairs, return of property, landlord's right of entry, changing of locks, and rent reduction.

Background and Evidence

According to the applicant, the tenant moved into this hostel on July 1, 2010 and according to the landlord and the signed agreement, it was August 17, 2010. They agree that rent was \$500 per month.

During the hearing, the tenant gave evidence that he was evicted from the accommodation on December 3, 2010 by police officers at the request of the landlord after he had yelled at the landlord with accusations that she had entered his room and taken \$40 and a cell phone. The remainder of the tenant's property is in the keeping of another tenant who said he would see to its return.

The landlord gave evidence that the 12-unit building is licensed as travel or vacation accommodation and regulated under the *Hotel Keepers Act*. The agreement signed by the tenant states that the room is rented as vacation or travel accommodation and non-payment of rent or breach of house rules can result in immediate eviction.

The landlord stated that the room is now occupied by another party and there are no vacancies.

Analysis

Section 4 of the *Act* states that, among other exclusions, the Act does not apply to "living accommodation occupied as vacation or travel accommodation."

In this matter, I find that the accommodation was not occupied as vacation or travel accommodation for four reasons:

1. The applicant had no other permanent address;
2. The three and one-half month's duration strongly suggests an intention by both parties that this is a longer term tenancy;
3. Rent is required to be paid monthly;

4. According to the tenant, most of the occupants are longer term residents.

Consequently, I find that this was a tenancy, similar to those in SRO's (single room occupancy) buildings found in Vancouver.

Therefore, I find that the tenant was denied the rights available under the *Residential Tenancy Act* to notice to end tenancy and/or a hearing under the *Act*.

As the tenancy has ended and as the landlord gave evidence that she has no rooms available, I find that she must compensate the tenant with the equivalent of one-month's rent for what I find to be wrongful eviction.

I accept the evidence of the neighboring tenant that he will see to return of the remainder of the applicant tenant's goods and I find insufficient evidence to make a finding on the tenant's \$40 and cell phone. As the tenancy has ended, the tenants' other claims are dismissed as moot.

Conclusion

The tenant's copy of this decision is accompanied by a Monetary Order for \$500, enforceable through the Provincial Court of British Columbia, for service on the landlord.

December 15, 2010