



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OLC; OPT; AAT; FF

Introduction

This is the Tenants' application for a monetary order in the amount of \$3,000.00 against the Landlord; an Order that the Landlord comply with the Act; regulation or tenancy agreement; to obtain an Order of Possession of the rental unit; for an Order that the Landlord provide access to the rental unit for the Tenants and their guests; and to recover the cost of the filing fee from the Landlord.

The parties gave affirmed testimony at the Hearing.

Preliminary Matter

At the outset of the Hearing, the Landlord's agent submitted that this dispute was outside the jurisdiction of the Act because the unit in question is a room in a hotel and there was no tenancy agreement between the parties.

The Tenants testified that one of the Tenants was offered a job as a janitor and a place to live in the hotel on January 1, 2011. The Tenants submitted that the current janitor was going to retire, but changed his mind so the Tenant did not get the job. They testified that rent was \$1,000.00 per month including utilities and that no security deposit was required. The Tenants testified that they lived at the hotel until September, 2011, at which time they were three months behind paying rent.

The Tenants testified that there was no written tenancy agreement. They also testified that their understanding was that no written notice was required by the Landlord if they wished to end the tenancy.

The Landlord's agent testified that he changed the locks to the room on September 12, 2011 because the Tenants were four months behind, not three.

The Landlord's agent stated that he issued receipts for room charges, which included GST and room tax. The Landlord's agent testified that the Tenants rented their suite out to someone else for \$890.00 a month. The Landlord's agent testified that the Tenants did not pay any of the \$890.00 to the Landlord, nor did they pay the \$1,000.00 room charge.

Analysis

Based on the testimony and documentary evidence provided, I find that no tenancy agreement existed between the parties for the following reasons:

- A copy of two “Guest Registration” receipts were provided in evidence, which indicate that the Tenants paid for the room at a monthly rate of \$1,000.00, plus \$20.00 room tax and HST in the amount of \$122.00. No GST or room tax is collected in a tenancy.
- The guest receipts indicate that management has the right to reassign the guest to another suite, and that the management operates under the *Hotel Keepers Act*.
- No security deposit was paid by the Tenants.
- Both parties agreed that neither the Tenants nor the Landlord was required to provide written notice to end the tenancy.

Having found that no tenancy agreement existed between the parties, I decline jurisdiction.

Conclusion

I decline jurisdiction in this matter as I find that no tenancy agreement existed between the parties.

This decision to decline jurisdiction 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: October 31, 2011.

Residential Tenancy Branch