



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OPT OLC PSF

### Introduction

This hearing dealt with an application for an order of possession for the applicant, as well as for orders that the respondent comply with the *Residential Tenancy Act* and provide services or facilities required by law. The applicant, a translator for the applicant and an agent for the respondent participated in the teleconference hearing.

The respondent stated that he attempted to serve his evidence on the applicant by registered mail to the address that the applicant provided on her application for dispute resolution; however, the address did not exist. The applicant stated that she did not recall providing that service address in her application. I found that the respondent complied with service requirements, and the applicant was deemed served with the respondent's evidence. I accordingly admitted the respondent's evidence.

The applicant submitted documentary evidence that she did not serve on the respondent. The applicant stated that the document in question, a written agreement between the applicant and the respondent, was given to her by the respondent, which is why she did not serve the respondent with a copy of the document in her evidence. I found that as the applicant did not serve a copy of the written agreement on the respondent, the document was not admissible.

### Preliminary Issue – Jurisdiction

#### *Respondent's Submissions*

The respondent submitted that I did not have jurisdiction under the *Residential Tenancy Act* to hear the applicant's application. The respondent stated that he owns and operates a large bed and breakfast or small inn, with 17 rooms available for vacation accommodation by the day, week or month. There is HST charged on the rooms, and the business provides B & B services. The respondent's testimony was that the applicant attended the B & B on October 24, 2012, and said that she was visiting from Quebec City. The respondent showed the applicant some rooms, and then the applicant

and the respondent filled out and signed the one-page document indicating that the applicant would rent one room for the month of November 2012. The respondent then stated that he would need a credit card from the applicant to reserve the room. The applicant did not have a credit card. She left and did not return.

### *Applicant's Response*

The applicant stated that she understood that she and the respondent were entering into a long-term agreement, and she liked the room. Neither the applicant nor the respondent discussed what the duration of her stay would be.

### *Analysis*

I find that in this matter no tenancy was formed. Though the applicant and the respondent signed a one-page document, the applicant and the respondent did not have the same understanding of the agreement. The applicant thought she was entering into a long-term agreement, but she did not discuss the duration of the agreement. The respondent believed that the applicant was looking for vacation accommodation for one month, but she was unable to secure her reservation because she did not have a credit card. As I find that no tenancy was formed, I have no jurisdiction to hear this matter.

### Conclusion

I decline jurisdiction to hear this application.

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: November 28, 2012.

---

Residential Tenancy Branch