



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Kora Industries Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

This was a hearing with respect to the tenant's application for a monetary order and an order for the return of her security deposit. The hearing was conducted by conference call. The tenant called in and participated in the hearing. The applicant did not attend although served with the application and Notice of Hearing by registered mail sent on March 19, 2013.

### Issue(s) to be Decided

Is the tenant entitled to a monetary award and if so, in what amount?

Is the tenant entitled to the return of her security deposit?

### Background and Evidence

The rental property is a campground with living accommodation in the Okanagan. The tenancy began on June 1, 2012. As set out in an agreement described as a "Residential Tenancy Agreement", the rent for the rental property was \$1,900.00 per month during July, August and September and \$1,500.00 per month during the remainder of the year. The tenant paid the landlord a security deposit of \$1,900.00 on May 11, 2012. The tenant testified that she rented the property with the intention of operating the campground as a business. There are references to the operation of the campground as a business in the tenancy agreement.

The tenant moved out of the rental property on January 1, 2013. She received a portion of her security deposit from the landlord in the amount of \$1,149.62 within 15 days of the end of the tenancy.

In her application for dispute resolution the tenant claimed payment of the sum of \$2,950.38 consisting of the unpaid portion of her deposit plus double the amount and a

further amount of \$300.00 to compensate for inadequate heating. The tenant said that she had other business related losses that were not included in her claim.

### Analysis

The *Residential Tenancy Act* provides by section 4:

#### **What this Act does not apply to**

##### **4 This Act does not apply to**

- (d) living accommodation included with premises that
  - (i) are primarily occupied for business purposes, and
  - (ii) are rented under a single agreement,

The tenant testified that she rented the property with the intention of operating the campground as a business. The fact that there is a document described as a residential tenancy agreement is not determinative of the issue. The tenant's evidence established that the primary purpose of the rental was to operate the campground with the intention of making a profit and she occupied the onsite living accommodation in order to run the campground. Provisions in the addendum to the tenancy agreement support the view that the primary purpose of the tenancy was business related; the agreement provided that: "The operators of the campground must be mindful of safety issues particularly with respect to clients and the property, and operate the business in a safe manner."

I find that I have no jurisdiction to consider the tenant's claim because the living accommodation was included with premises primarily occupied for a business purpose. I dismiss the application for dispute resolution without leave to reapply. The applicant may wish to pursue this claim in another forum.

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: July 02, 2013