



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VALUE LODGE MOTEL
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MT, CNC, MNDC

Introduction

The tenant applies to cancel a notice to end tenancy received either November 7 or 14, 2014 and for a monetary award for return of December rent.

The rental unit is a motel room containing a kitchenette. The tenant has lived there for about a year and a half.

The “notice” in question purports to “terminate your stay with us” and requires the tenant to vacate by November 28, 2014.

The notice in question is in obvious non-compliance with the requirements of the *Residential Tenancy Act*, s. 52(e) of which requires that a landlord’s notice be in the approved form. This notice was not in the approved form.

The landlord’s representative argues however that the accommodation in question is not a residential tenancy and is not governed by the *Act*.

Circumstances have intervened to render the issues raised by this application moot. On or about November 28, the lock to the door of the room was “booted” by the landlord; that is, it was covered over so as to prevent the tenant from using his key to enter. Since then the tenant has been living elsewhere.

In light of this intervening event, the question of whether the “notice” was valid is moot; a decision about it is on no consequence and a monetary order based on such a decision cannot be made.

As discussed at hearing, this application is dismissed. The tenant is free to apply regarding his alleged wrongful eviction and to claim for compensation for any loss resulting from it. Equally, the landlord is entitled to advance at that hearing the

argument that the *Act* does not apply. If it intends to do so, it should give the tenant clear notice that it intends to make that argument and to provide the tenant and the Residential Tenancy Branch with any documentary evidence in advance of the hearing, as set out in the Residential Tenancy Rules of Procedure.

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: December 23, 2014

Residential Tenancy Branch

