



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This matter dealt with an application by the Tenants to recover double their security deposit and to recover the filing fee for this proceeding.

The Applicants said they served the Respondent with the Application and Notice of Hearing (the “hearing package”) by registered mail on or about July 20, 2017. Based on the evidence of the Applicants and Respondent, I find that the Respondent was served with the Applicant’s hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

At the start of the conference call the Landlord said this situation is a short term vacation rental that renewed a number of times. The Landlord said he is only in the vacation rental business but he does renew rental agreements every two weeks if the clients want to continue the rental. The Landlord provided copies of the short term rental agreements with the Tenants. In the contract it refers to the agreement as a short term 2 week rental and indicates it is a vacation property. .

The Tenants said they understood this rental to be a short term rental but in the off season it would renew as long as they wanted to stay. They thought this made the arrangement a normal tenancy agreement. When the tenancy ended the Tenants said the Landlord did not return their full security deposit even though the unit was left in good condition. As a result the Tenant said they are requesting double their security deposit back as per the Act.

After reviewing the short term tenancy agreement I find that it makes reference to the vacation nature of the agreement in a number of places. Consequently I find this situation is a vacation rental property. Pursuant to section 4 (e) of the Act which says the Act does not apply to vacation rentals; I find I have no jurisdiction to decide this matter. The Applicants may want to seek legal advice to determine how to proceed with their claims.

Given that I have found this situation is a vacation rental the Residential Tenancy Act does not have jurisdiction. I dismiss the application as I find no authority to decide this matter under the *Residential Tenancy Act*.

Conclusion

The application is dismissed for lack of jurisdiction

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: October 04, 2017

Residential Tenancy Branch