



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC MNSD

Introduction

This hearing dealt with an application pursuant to the *Residential Tenancy Act* (the “Act”) for:

- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to obtain a return of all or a portion of the security deposit pursuant to section 38;

The hearing was conducted by conference call. The respondent did not attend this hearing, although I waited until 11:20 a.m. in order to enable the respondent to connect with this teleconference hearing scheduled for 11:00 a.m. The applicant attended the hearing and was given a full opportunity to provide affirmed testimony, to present evidence and to make submissions.

The applicant testified that on September 9, 2017, he sent a copy of the Application for Dispute Resolution and Notice of Hearing to the landlord by registered mail. A registered mail receipt and tracking number was provided in support of service. The mail was sent to the rental unit address which was the only address provided to the applicant. The applicant testified that the respondent resided at the rental unit when it was not rented out.

Based on the above evidence, I am satisfied that the respondent was served with the Application for Dispute Resolution and Notice of Dispute Resolution Hearing pursuant to sections 89 & 90 of the Act. The hearing proceeded in the absence of the respondent.

Issue(s)

Do I have jurisdiction under the Act to make a decision on the application before me?

If yes, is the applicant entitled to compensation for loss and return of his security deposit?

Background and Evidence

The applicant testified that he secured this rental unit through a rental website for fully furnished apartments. The rental unit was a 600 square feet, one bedroom apartment. The parties entered into a lease which began on May 10, 2017 and was for a fixed term of just under 5 months expiring on September 30, 2017. The applicant paid a pro-rated rent for the month of May 2017 and the rent was \$2595.00 for the month of June 2017. For July, August and September the rent was at a higher seasonal rate of \$2795.00.

The applicant testified that he moved to the apartment from New York City and was only here on a short term basis to explore the city for possible new areas to reside. The tenant has since moved back to New York City.

Analysis

Section 4 of the Act excludes from the Act living accommodation occupied for vacation or travel.

This lease was for a short-term rental of a fully furnished apartment. The tenant testified that he was only in the city for this short term period for the purposes of exploring the city.

Based on the evidence before me, I find this living accommodation was occupied for vacation and travel purposes and as such I do not have jurisdiction under the Act to hear this matter.

Conclusion

The tenant's application is dismissed without leave to reapply.

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 30, 2017

Residential Tenancy Branch