



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0810868 BC LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes Occupants: CNR DRI AAT MNDC OPT RP
Property Owner: OPR MNR FF

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties. The participatory hearing was held, via teleconference, on March 29, 2018.

The Property Owner was represented at the hearing by counsel, P.M., and an agent, A.M. Both Occupants attended the hearing. All parties provided testimony and were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence submitted in accordance with the rules of procedure, and evidence that is relevant to the issues and findings in this matter are described in this Decision.

Preliminary and Procedural Matters

The Property Owner asserted that they are motel owners, and only rent rooms as vacation accommodation, so this application should not be heard under the Act because this is not a tenancy. They argued that the occupants in question have lived in the unit sporadically for several months now, and they usually pay by the night, although sometimes they prepay for multiple days. The owner indicated that the occupants are not required to pay a security deposit, and are not required to give any notice when leaving. The owner stated that each room in the motel is rented as vacation accommodation and the motel collects hotel tax, and gst/pst on the nightly accommodation. The owner stated that the occupants usually come down daily, and pay for the night, and they are required to come down the following day and pay again if they want to stay. If they do not do so, they are required to check out, as per their motel

policy. The Landlord indicated that the Tenants are not required to give any notice to leave, as they would if it were an actual tenancy, under the Act. The Landlord stated that the Tenants can simply not pay for the next night, then leave, should they want to.

After considering the evidence and testimony before me, I find I do not have jurisdiction to hear this application. In making this determination, I have considered that the Tenants often pay rent per night or for short periods of time. I have also considered that the motel in question collects hotel tax, and sales tax, which does not apply to residential tenancies. These two factors are more consistent with vacation/travel accommodation than they are with residential accommodation. Further, the Tenants do not have any signed residential tenancy agreement and are not required to give notice if they wish to leave; they simply have to check out the following morning. Given the totality of the situation, I decline jurisdiction on this matter, pursuant to section 4(e) of the Act.

Conclusion

I decline jurisdiction on this matter, as I do not find the living accommodation in question constitutes a tenancy. The application is dismissed in full 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: March 29, 2018

Residential Tenancy Branch