



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

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

DECISION

Dispute Codes DRI, FFT

Introduction

Pursuant to Section 58 of the Residential *Tenancy Act*. (the *Act*), I was designated to hear this matter. This hearing dealt with the occupants' application for:

- an Order disputing an additional rent increase pursuant to section 43;and
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The landlord acknowledged receipt of evidence submitted by the tenant. The landlord did not submit any documentation for this hearing. I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant facts and issues in this decision.

Preliminary Issue – Jurisdiction

At the outset of this hearing, the respondent explained that she had concerns centering on my jurisdiction to hear this matter. The respondent said she believed that the living arrangement established between the parties fell outside the scope of the *Residential Tenancy Act*.

In considering this matter, I turn my attention to section 4(e) of the *Act*. This section states:

4 This Act does not apply to:

(e) living accommodation occupied as vacation or travel accommodation.

Residential Tenancy Policy Guideline #27 provides further guidance on matters related to jurisdiction. Section B of *Policy Guideline #27* notes:

The legislation does not confer upon the RTB the authority to hear all disputes regarding every type of relationship between two or more parties. The RTB only has the jurisdiction conferred by the Legislation over landlords, tenants and strata corporations. At the hearing both parties agreed that the property in question is a motel. The applicant provided sworn testimony that rent of \$700.00 per month was paid to the respondent and said that a security deposit was not required. The applicant testified that he had made a verbal agreement with the previous owner several years prior that he would fall under the Residential Tenancy Act. The respondent testified that when they purchased the motel five months ago they were advised that there was not any such relationship with any of their guests.

The respondent disputed that a tenancy was established and testified that taxes are included in the payments for ease and convenience for their guests. The respondent testified that all occupants are guests under the Hotel Keepers Act. The respondent testified that she was licensed as a motel, carried on business as a motel and charged people who rented rooms as a motel. Furthermore, the respondent denied collecting any security deposit from the applicant and testified that they provide housekeeping and cleaning which is consistent with a motel and not with a tenancy.

Based on the oral testimony presented to me during the hearing and the evidence submitted by both parties, I find that that the respondent provides living accommodation to be occupied as vacation or travel accommodation. It is clear that the premise is listed as a motel and offers services to potential occupants that are readily available through numerous online travels booking websites. There was no tenancy agreement and the applicant was unable to produce sufficient evidence of one and he did not pay a security deposit.

After considering all of the factors outlined above and after listening to the oral testimony of the parties, I find that I am without jurisdiction to consider the application as the *Act* does not apply to this matter. I find the property is excluded by section 4(e) of the *Act* because it is a form of vacation or travel accommodation, for which GST and other taxes were collected.

Conclusion

I decline to rule on this matter as I have no jurisdiction to consider this application.

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: September 17, 2018

Residential Tenancy Branch