



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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

DECISION

Dispute Codes CNR, ERP, OLC, OT, PSF, OPR, MNRL, MNDL, FFL

Introduction and Preliminary Issues

This hearing dealt with cross applications filed by the parties. On December 14, 2018, the Applicant applied for a Dispute Resolution proceeding seeking to cancel a 10 Day Notice to End Tenancy for Unpaid Rent (the “Notice”) pursuant to Section 46 of the *Residential Tenancy Act* (the “Act”), seeking an emergency repair order pursuant to Section 62 of the *Act*, seeking an Order for the Respondent to comply pursuant to Section 62 of the *Act*, and seeking an Order that the Respondent provide services or facilities pursuant to Section 62 of the *Act*.

On December 21, 2018, the Respondent made an Application for Dispute Resolution seeking an Order of Possession based on unpaid rent pursuant to Section 46 of the *Act*, seeking a Monetary Order for unpaid rent pursuant to Section 67 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

S.P. attended the hearing as an agent for the Respondent. The Applicant did not attend the hearing. All in attendance provided a solemn affirmation.

The Respondent submitted into documentary evidence a “Guest Registration” form for the motel and a “Reservation Details” form that outlines the Applicant’s dates for check-in and check-out, the booking number from a travel website, the type of room rented, the weekly rate, the nightly rate, the amount of tax charged for rent, that no meal options are included in the rent, and refers to the Applicant as a “guest” and a “customer”. Furthermore, this form states “Please inform of anything needed in room, and service.”

In my view, after reviewing the evidence and hearing testimony from the Respondent, I find that this is a living accommodation that does not fall under the purview of the *Act*.

As such, I find that even if the parties intended upon entering into a tenancy agreement as contemplated under Section 1 of the *Act*, the *Act* would not apply to this accommodation. Therefore, I have no jurisdiction to render a decision in this matter.

As the Respondent was not successful in this application, I find that the Respondent is not entitled to recover the \$100.00 filing fee paid for this application.

Conclusion

I decline to hear 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: January 25, 2019

Residential Tenancy Branch