



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order for an early end of tenancy and an order of possession - Section 56;
and
2. An Order to recover the filing fee for this application - Section 72.

The Tenants did not attend the hearing. I accept the Landlord’s evidence that the Tenants were served with the application for dispute resolution and notice of hearing (the “Materials”) by posting the Materials on the door in accordance with Section 89(2) of the Act. The Landlords were given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Does the Act apply to the accommodation?

Background and Evidence

The Tenants are occupying a cabin on a property that contains, in addition to the Landlord’s residence, another cabin, a bed and breakfast, a hobby farm, recreational vehicle sites and mobile home sites. Although there are long-term tenants in the mobile home and RV sites, these tenants were in existence at the time the Landlord purchased the property and the Landlord purchased the property with the intent of offering the accommodations on the property as vacation rentals. The Landlord also offers short term rentals over the winter if needed to generate income during this period as was

done with the cabin. The Landlord provides a written tenancy agreement for the cabin with a fixed term from December 20, 2019 to March 20, 2020. The agreement requires the Tenants to move out at the end of the fixed term noted to be “short term winter rental”. The Landlord continues to intend to rent its accommodations, including the cabin, as vacation property.

Analysis

Section 4(e) of the Act provides that the Act does not apply to living accommodation occupied as vacation or travel accommodation. The Act does not allow a landlord to require a tenant to move out of a unit at the end of a fixed term unless the landlord intends to occupy the accommodation. Given the Landlord’s description of the accommodations and operations on the property, the Landlord’s evidence of its ongoing intent to rent the cabin as short-term vacation accommodation and as the agreement requires the Tenants to move out of the cabin at the end of the fixed term without reference to the Landlord occupying the cabin at the end of the term, I find on a balance of probabilities that the accommodation is occupied as vacation accommodation that is not under the jurisdiction of the Act. I therefore dismiss the application.

Conclusion

The Act does not apply to the accommodation.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: April 15, 2020

Residential Tenancy Branch