



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Rosehill Apartments Ltd and  
[tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** MNSD, MNDC, MND, MNR, FF

### **Introduction**

This hearing dealt with an application by the landlord for a monetary order for the cost of cleaning, the cost of repairs to the room, to retain the security deposit and for the recovery of the filing fee.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The tenant represented himself. The landlord was represented by their agent.

As both parties were in attendance, I confirmed service of documents. The parties confirmed receipt of each other's evidence. I find that the parties were served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

During the hearing the issue of jurisdiction was raised. The landlord described the rental unit as a hotel room equipped with toiletries, linen, crockery, utensils etc. The landlord also informed me that most of the rental periods were short term and the tenancy agreement is titled "*Vacation property Rental Agreement*"

Section 4 of the *Residential Tenancy Act* addresses **What this Act does not apply to**, and provides in part as follows:

4 This Act does not apply to

(a) living accommodation occupied as vacation or travel accommodation

Following careful consideration of the full circumstances of this dispute, I find that the rental unit at issue was a room rented out on a temporary basis. The rent included linen and housekeeping. As such I find that the accommodation was "vacation or travel accommodation."

Accordingly, I find that pursuant to section 4 of the *Act*, the circumstances of the dispute do not fall within the jurisdiction of the *Act*, and the application must therefore be dismissed.

**Conclusion**

As the circumstances of this dispute fall outside the jurisdiction of the *Act*, the application is hereby dismissed in its entirety.

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: August 11, 2020

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Residential Tenancy Branch