



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, RP, FFT

Introduction

Pursuant to section 58 of the Residential Tenancy Act (the Act), I was designated to hear an application regarding a tenancy. In this application for dispute resolution, the Applicants filed on February 4, 2022 for:

- an order to cancel a Two Month Notice to End Tenancy for Landlord's Use of Property (Two Month Notice);
- an order for repairs made to the unit, having contacted the landlord; and
- the filing fee.

The Applicants and the Respondent were present and made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings.

The Applicants testified they served the Notice of Dispute Resolution Proceeding (NDRP) and their evidence on the Respondent by registered mail on February 17, 2022, and the Respondent confirmed she received the documents. I find the Applicants served the Respondent in accordance with section 89 of the Act.

The Respondent testified she did not serve her evidence on the Applicants, as they vacated the rental unit without providing a forwarding address. The Applicants confirmed they vacated the rental unit on February 25, 2022, stating they were "forced out." The Respondent testified that her communication with the Applicants had been through Airbnb, and that she had tried calling and texting the Applicants for a forwarding address for service of her responsive evidence, but that they did not reply. The Applicants testified that they did not receive the Respondent's calls and texts, and did not provide a forwarding address as they did not have one.

[Policy Guideline 12. Service Provisions](#) states that any applicant for dispute resolution must provide an address for service. As the Applicants vacated the rental unit, which they had listed as their address for service, I find it was their responsibility to provide the Respondent with an alternate address for service. Therefore, I will be considering the Respondent's evidence in my decision.

Preliminary Matters

As the application indicated the rental unit was an Airbnb accommodation, I first sought to determine whether I had jurisdiction to hear the matter.

The parties agreed that the Applicants stayed in the rental unit from October 25, 2021 to December 23, 2021, moved out, then moved back into the rental unit on December 28, 2021. The parties agreed that the Respondent did not serve the Applicants with a Two Month Notice. Submitted as evidence by the Applicants is a January 25, 2022 email from Airbnb, in which the Respondent states she will need to move into the rental unit by February 25. The Applicants testified that in completing their application they had indicated they were disputing a Two Month Notice as "no category fit."

The Applicants testified there was no signed tenancy agreement, and that they had received an emailed reservation confirmation. A copy of the Airbnb reservation document is submitted as evidence. It notes the following 5 payments:

- 1) Payment 1 of 5 for \$2,858.64, made on December 22, 2021;
- 2) Payment 2 of 5 for \$2,858.64, scheduled for January 18, 2022;
- 3) Payment 3 of 5 for \$2,581.99, scheduled for February 18, 2022;
- 4) Payment 4 of 5 for \$2,858.64, scheduled for March 18, 2022; and
- 5) Payment 5 of 5 for \$184.44, scheduled for April 18, 2022.

The Applicants testified that they did not pay a security deposit. The Applicants testified that they had "exclusive possession" of the rental unit, yet acknowledged that their stay was interrupted by a previously arranged booking.

The Respondent testified that she did not feel the rental arrangement is governed by the *Residential Tenancy Act*, as it is an Airbnb booking. The Respondent submitted as evidence a piece of mail from her bank and a copy of her BC Services Card, both of which list the rental address as her address. The Respondent testified that her communications with the Applicants regarding the rental arrangements were all through Airbnb, not through direct emails between the parties.

Section 4(e) of Act states that the Act does not apply to living accommodation occupied as vacation or travel accommodation. Though the Applicants are adamant this was a tenancy, I do not agree. There is no signed tenancy agreement; no security deposit was paid; there is no fixed amount of rent paid; and the Applicants' stay was interrupted by a previous booking. Additionally, Airbnb is a known vacation rental company, and the Applicants' planned stays were short term: October 25, 2021 to December 23, 2021, then December 28, 2021 to April 30, 2022.

I find there is insufficient evidence to suggest this arrangement was ever intended to be a tenancy under the Act.

Therefore, I find I do not have jurisdiction to hear the matter.

Conclusion

I decline to hear this matter as I find it does not fall under the *Residential Tenancy Act*.

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: May 24, 2022

Residential Tenancy Branch