

## **Decision**

**Dispute Codes:** MNSD, FF

### **Introduction**

This hearing dealt with an application by the tenant for the double return of her security deposit, in addition to recovery of the filing fee. The tenant participated in the hearing and gave affirmed testimony. Despite being served by way of registered mail with the application for dispute resolution and notice of hearing, the landlord did not appear.

### **Issues to be decided**

- Whether the tenant is entitled to either or both of the above under the Act

### **Background and Evidence**

There is no written tenancy agreement in evidence for this tenancy which spanned the period from August 25 to October 31, 2009. Rent in the amount of \$550.00 was payable in advance on the first day of each month. A security deposit of \$275.00 was collected on August 23, 2009.

The tenant testified that she shared the bathroom and kitchen facilities with the landlord, and that her principal living space was the living room situated within the landlord's principal residence.

Despite her repeated requests, the tenant testified that the landlord has refused to return her security deposit.

### **Analysis**

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

4 This Act does not apply to

(c) living accommodation in which the tenant shares bathroom or kitchen facilities with the owner of that accommodation,...

As the tenant shared both bathroom and kitchen facilities with the landlord, I find that the Act does not apply to the circumstances of this tenancy.

**Conclusion**

Pursuant to the above, as there is no statutory jurisdiction to consider the circumstances of this dispute, I hereby dismiss the application.

DATE: May 3, 2010

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Dispute Resolution Officer