

DECISION

Dispute Codes MNDC, MNSD

Introduction

This is an application by the Tenant for a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement and the return of all or part of the security deposit.

Both parties attended the hearing by conference call and gave affirmed testimony.

Issue(s) to be Decided

Is the Tenant entitled to a monetary order for the return of double the security deposit?

Background and Evidence

The Tenant states that the tenancy began on March 1, 2010 and ended on April 9, 2010. There is no signed tenancy agreement. The Tenant states that the monthly rent was \$700.00 and that a security deposit of \$350.00 was paid at the beginning of the tenancy. The Tenant has not provided any supporting evidence. The Tenant states that she gave a written forwarding address to the Landlord on July 3, 2010.

The Landlord who is the mother of the Tenant states that the tenancy began on February 19, 2010, when she went to pick up the Tenant and her belongings because she was being evicted from her current tenancy at that time. The Tenant left and ended the tenancy on April 9, 2010. The Tenant did not provide any notice to end the tenancy. The Landlord states that she was only paid for 30 days and occupied the rented room for 50 days. The Landlord states that this is a shared accommodation in her home where the kitchen, bathroom and groceries were shared amongst the occupants. The Landlord states that she received a cheque from social services for \$350.00 and on the same day it was cashed returned \$50.00 to the Tenant. The Landlord confirms that she did not receive the Tenant's forwarding address some 2 months after the tenancy ended.

Analysis

The Landlord has indicated that she is the mother of the Tenant and owner of the residence. She also has indicated in her direct evidence that only a room is rented to the Tenant and they (the Landlord and other occupants) all share kitchen and bathroom facilities and also share in the cost of groceries.

Section 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.

I find that section 4 of the RTA applies in this case and as such have no jurisdiction to deal with this application for dispute resolution.

Conclusion

This application for dispute resolution is dismissed for lack of jurisdiction.

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, 2011.

Residential Tenancy Branch