



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

Decision

Dispute Codes: MNDC, OLC, OPT

Introduction

This hearing was convened in response to the tenant's application for a monetary order as compensation for damage or loss under the Act, regulation or tenancy agreement / an order instructing the landlord to comply with the Act, regulation or tenancy agreement / and an order of possession for the unit. Both parties attended and / or were represented at the hearing and gave affirmed testimony.

Issues to be decided

- Whether the tenant is entitled to any or all of the above under the Act, regulation or tenancy agreement

Background and Evidence

The tenant testified that he has been living in the unit with the landlord, who is also the owner, since 1996. He claimed that he pays monthly rent of \$400.00, and that a security deposit of \$200.00 was collected. As to evidence of a written tenancy agreement, the tenant provided a copy of an undated hand written letter produced by the landlord / owner; in this letter the landlord / owner confirms that the tenant paid \$400.00 in rent for the month of August 2007.

As to facilities in the unit, the tenant's description included reference to bathroom and kitchen facilities which are shared with the landlord / owner.

Legal counsel for the landlord / owner made a preliminary application to have the matter dismissed on the basis of jurisdiction. In particular, legal counsel made reference to section 4 of the Act.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca/

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.

On the basis of documentary evidence and testimony, I find that the tenant shares the bathroom and kitchen facilities in the unit with the landlord / owner. Accordingly, pursuant to the above legislative provisions, I find that the Act does not provide the Residential Tenancy Branch with jurisdiction to hear the matters in dispute.

Conclusion

Pursuant to all of the above, the tenant's 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*.

DATE: April 13, 2011

Residential Tenancy Branch