

DECISION

Dispute Codes:

MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant seeking a Monetary Order for money owed or compensation for damage or loss under section 67 of the Act, and a return of the security deposit.

Despite being served by registered mail, the respondent did not appear.

Preliminary Matter

At the outset of the hearing the tenant testified that he was sharing the unit with the owner of the house and the tenancy agreement was to occupy a room and sharing the kitchen and the bathroom.

The tenant argued that this tenancy should be covered by the Act and that the landlord should be forced to return the deposit.

However, I find that section 4 of the Residential Tenancy Act states that the Act does not apply to the following:

(a) living accommodation rented by a not for profit housing cooperative to a member of the cooperative,

(b) living accommodation owned or operated by an educational institution and provided by that institution to its students or employees,

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

(d) living accommodation included with premises that

(i) are primarily occupied for business purposes, and

(ii) are rented under a single agreement,

(e) living accommodation occupied as vacation or travel accommodation,

(f) living accommodation provided for emergency shelter or transitional housing,

- (g) living accommodation
 - (i) in a community care facility under the *Community Care and Assisted Living Act*,
 - (ii) in a continuing care facility under the *Continuing Care Act*,
 - (iii) in a public or private hospital under the *Hospital Act*,
 - (iv) if designated under the *Mental Health Act*, in a Provincial mental health facility, an observation unit or a psychiatric unit,
 - (v) in a housing based health facility that provides hospitality support services and personal health care, or
 - (vi) that is made available in the course of providing rehabilitative or therapeutic treatment or services,
- (h) living accommodation in a correctional institution,
- (i) living accommodation rented under a tenancy agreement that has a term longer than 20 years,
- (j) tenancy agreements to which the *Manufactured Home Park Tenancy Act* applies, or
- (k) prescribed tenancy agreements, rental units or residential property.

Given the above, I find that this tenancy relationship is not one that is governed by the Act and therefore I have no authority under the Act to hear or consider this application.

I hereby decline to hear this application on the basis that I lack statutory jurisdiction to do so. The tenant is at liberty to seek a remedy through another forum such as Small Claims Court .

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: October 03, 2011.

Residential Tenancy Branch