



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNDC, FF, SS

Introduction

This hearing was convened in response to an application by the tenant seeking compensation for damage and loss, recovery of the filing fee and an Order allowed the tenant to serve documents.

Both parties appeared at the hearing of this matter and gave evidence under oath.

The female landlord submitted that her surname is not *as set out in the style of cause but is *.

Issue(s) to be Decided

Has the tenant met the burden of proving her claim?

Background and Evidence

The tenant says that the landlord made life uncomfortable for her and then sent her a text message advising her that she had to vacate. The tenant vacated and is seeking a refund of rent paid and costs to move and store her equipment.

The landlord says this is not a tenancy. The landlords say that they own the home and the tenant lives in the recreation room in the home and does not pay any rent. The landlords say they met the tenant when she became their dog groomer. The landlords say they offered the tenant refuge from an abusive spouse and gave her a key to their home. The landlords say the tenant has full access to all areas of the house including using the landlord's home office. The landlords and tenants share a bathroom and there are no closed doors between where the tenant lives and the landlords live.

The tenant says she pays \$500.00 rent in cash but has no receipts. The tenant agrees that there is no written tenancy agreement and that the house is open and both the landlords and she have full access to all areas of the house. The tenant says she rents

the basement suite and the garage in which she performs dog grooming services. The tenant presented 2 letters one from someone who is receiving dog grooming training from the tenant and another from someone who has his dog groomed by the tenant. In the first letter the author states that she has seen the tenant count out cash and put it in an envelope marked "rent" and on one occasion give the letter to the "landlady" and on another leave the envelope on the clothes dryer. The second letter the author states that he was allowed to use her bathroom which was located in the lower level of the house beside the garage.

Analysis

Regardless of whether the tenant paid rent to the landlord in this matter, the *Residential Tenancy Act* does not apply to living situations in which the tenant shares accommodation with the owner of the rental building. I am satisfied based on the evidence of both parties that this was a shared accommodation situation in which the landlords and the tenant all had full access to all areas of the rental building including the bathrooms which I find they also shared.

Conclusion

I decline jurisdiction and the tenant's applications are therefore dismissed.

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 31, 2012.

Residential Tenancy Branch