

DECISION

Dispute Codes MND, MNDC, MNR, MNSD, FF

This is an application filed by the Landlord for a monetary order for damage to the unit, money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, for unpaid rent or utilities, to keep all or part of the pet damage or security deposit and recovery of the filing fee.

The Landlord attended the hearing by conference call and gave undisputed testimony. The Tenant did not attend. The Landlord stated that the Tenant was served with notice of hearing and evidence package by Canada Post Registered Mail on February 17, 2012 as shown in the submitted Customer Receipt evidence. As such, I find that the Tenant was properly served under the Act is deemed to have received the package 5 days later.

It was clarified at the beginning of the hearing that the Landlord had shared accommodations with the Tenant. The Landlord stated that the Tenant rented out a room (#2) in the rental property and that the Landlord also was living in another room. The Landlord stated that he shared a kitchen and as well a bathroom with the Tenant as well as other Tenants.

Section 4 (c) of the Residential Tenancy Act states,

What this Act does not apply to

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 based upon the direct testimony of the Landlord that Section 4 of the Act applies and the Residential Tenancy Branch does not have jurisdiction and this application is refused.

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: April 23, 2012.

Residential Tenancy Branch