



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSD

### Introduction

This hearing dealt with the tenant's application pursuant to section 38 of the *Residential Tenancy Act* (the *Act*) for authorization to obtain a return of double the security deposit paid for this tenancy. Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to cross-examine one another.

### Issues(s) to be Decided

Do I have jurisdiction under the *Act* to consider this application for dispute resolution?

### Background and Evidence

This tenancy commenced on November 19, 2011. The tenant vacated by January 31, 2012. The tenant applied for a return of \$1,350.00 because he maintained that the landlord refused to return the security deposit within 15 days of receiving his forwarding address in writing as required under the *Act*.

At the commencement of the hearing, the landlord testified that this tenancy did not fall within the jurisdiction of the *Act* because the landlord rented rooms to tenants in this building, but shared kitchen and bathroom facilities with these tenants. The tenant confirmed that he shared these facilities with the landlord during this tenancy.

### Analysis

Section 4(c) of the *Act* reads 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,...*

The oral evidence of both the landlord and the tenant is that the tenant rented premises which share the bathroom and kitchen facilities with the other tenants and the landlord.

I find that the undisputed evidence shows that the rental unit has been provided to the tenant as living accommodation that shares bathroom and kitchen facilities with the owner and other tenants in the building. Under these circumstances and based on the

evidence before me, I find that the *Act* does not apply to this tenancy. I therefore have no jurisdiction to render a decision in this matter.

Conclusion

I decline to hear this matter as I have no jurisdiction to consider this application.

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: May 24, 2012

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Residential Tenancy Branch