



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDC, MND, MNSD, FF

Introduction

This hearing was convened in response to cross applications.

The Landlord filed an Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss; for a monetary Order for damage; to keep all or part of the security deposit; and to recover the fee for filing this Application for Dispute Resolution.

The Tenant filed an Application for Dispute Resolution, in which the Tenant applied for the return of her security deposit.

The Tenant stated that copies of the Application for Dispute Resolution and Notice of Hearing were sent to the Landlord via registered mail on July 31, 2012. The Tenant submitted Canada Post Documentation that corroborates this statement. In the absence of evidence to the contrary, I find that these documents have been served in accordance with section 89 of the *Act*, however the Landlord did not appear at the hearing.

Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to compensation for damage to the rental unit and whether the security deposit should be retained by the Landlord or returned to the Tenant.

Preliminary Matter

Before considering the merits of either Application for Dispute Resolution I must determine whether this application has jurisdiction under the *Residential Tenancy Act* (*Act*). The legislation does not confer authority to consider disputes between all types of relationships between parties.

Section 4(c) of the *Act* stipulates that the *Act* does not apply to living accommodation in which the tenant shares bathroom or kitchen facilities with the owner of that accommodation. At the hearing the Tenant stated that she shared the kitchen facilities

in this unit with the Landlord, who owns the unit. I therefore find that I do not have authority over their relationship.

Background and Evidence

As I do not have jurisdiction over this matter, I have not considered any of the evidence submitted.

Conclusion

I decline jurisdiction over this matter, pursuant to section 4(c) of the *Act*.

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: September 27, 2012.

Residential Tenancy Branch