



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR / MNDC, MND, MNSD, FF

Introduction

This hearing was scheduled in response to the landlord's application for a monetary order as compensation for unpaid rent / compensation for damage or loss under the Act, Regulation or tenancy agreement; compensation for damage to the unit, site or property; retention of the security deposit; and recovery of the filing fee. The landlord attended and gave affirmed testimony.

The landlord testified that he served the tenant with the application for dispute resolution and notice of hearing (the "hearing package") by way of registered mail. Despite this, the tenant did not appear.

Issue(s) to be Decided

Whether the landlord is entitled to any of the above under the Act, Regulation or tenancy agreement.

Background and Evidence

The unit which is the subject of this dispute is 1 of 4 separate rooms rented within a 2 storey house. The tenant's room was located in the downstairs portion of the house.

There is no written tenancy agreement in evidence for the tenancy which began on August 15, 2012. Effective September 1, 2012, monthly rent was \$520.00. A security deposit of \$240.00 was collected. A move-in condition inspection report was not completed.

In mid-December 2012 the tenant gave oral notice of his intent to end the tenancy, and he effectively vacated the unit by December 31, 2012. Rent was paid to the end of December, however, the tenant failed to return the key to the unit. A move-out condition inspection report was not completed.

Despite advertising for new renters after receiving the tenant's oral notice, the landlord did not succeed in finding a new renter until March 1, 2013.

By way of e-mail, the tenant informed the landlord of his forwarding address for the purposes of repayment of his security deposit. While the text of the e-mail shows that it is dated January 30, 2013, the landlord testified that it was actually sent on February 5, 2013. The landlord filed his application for dispute resolution on February 20, 2013.

In his application, the landlord seeks to retain the security deposit and have it applied against certain compensation as follows:

\$520.00: *loss of rental income for January 2012*

\$70.00: *rekeying lock*

\$200.00: *estimated value of lost of wine.*

\$40.00: *cleaning*

\$50.00: *filing fee*

The landlord, who is also the owner of the house, testified that during the entire term of this tenancy he regularly stayed in the house on weekends. He confirmed that during that time he shared bathroom and kitchen facilities with the tenant(s).

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca

Section 4 of the Act speaks to **What this Act does not apply to**, 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,...

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, I find that as the bathroom and kitchen facilities were regularly shared by the landlord (who is also the owner) and tenant(s), the circumstances of this dispute do not fall within the jurisdiction of the Act. Accordingly, the landlord's application must be dismissed.

Conclusion

The application is hereby 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: May 17, 2013

Residential Tenancy Branch

