



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC LAT

### Preliminary Issues

Upon review of the Tenant's application and written submission she confirmed that she wished to amend her application to include a request to change the lock on her interior door.

The Tenant had listed the aforementioned request in her written submission submitted with her application; therefore the Landlord was made aware of the Tenants request when served her documents and would not be prejudiced by amending the application. Based on the aforementioned, I amend the application to include the request to change the lock, pursuant to section 64 (3)(c) of the Act.

### Introduction

This hearing dealt with an Application for Dispute Resolution filed on April 9, 2013, by the Tenant to cancel a Notice to end tenancy issued for cause; to be allowed to change the locks on the rental unit; and to recover the cost of the filing fee from the Landlord for this application.

The parties appeared at the teleconference hearing, acknowledged receipt of evidence submitted by the other and gave affirmed testimony. At the outset of the hearing I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process however each declined and acknowledged that they understood how the conference would proceed.

### Issue(s) to be Decided

Does this matter fall within the jurisdiction of the *Residential Tenancy Act*?

### Background and Evidence

The parties confirmed they entered into a verbal agreement that began on November 1, 2012 whereby the Applicant agreed to rent one bedroom for \$300.00 per month. The

rental agreement provided the Tenant with kitchen privileges which were shared with the Owner when he stayed at the house. The house was fully furnished with the Owner's possessions and he has had occasion to occupy one of the basement bedrooms and use the kitchen.

### Analysis

Section 4 (c) of the *Residential Tenancy 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.

Based on the submissions by both parties I find the Applicant rented a bedroom with kitchen privileges that were shared with the Owner. Accordingly, I find these matters do not fall within the jurisdiction of the *Residential Tenancy Act*.

### Conclusion

I declined to hear these matters for want of jurisdiction.

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 07, 2013

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Residential Tenancy Branch