



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for compensation for loss – Section 67; and
2. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Tenant entitled to the monetary amount claimed?

Is the Tenant entitled to recovery of the filing fee?

Background and Evidence

The following are agreed facts: The tenancy of a basement suite started on May 1, 2012 and ended on September 30, 2012. At the end of the tenancy, the Applicant shared the whole house with the Respondent in a personal relationship until the relationship ended on May 21, 2013. The Applicant then moved into the basement suite. until June 28, 2013. Upon moving into the basement suite no tenancy agreement was entered into for the basement suite and no amount of rent was determined payable by the Applicant. The Applicant moved out of the basement suite on June 28, 2012. The security deposit paid by the Applicant for the tenancy to September 30, 2012 has been returned to the Applicant.

The Parties agree that the Applicant will return the keys to the unit by registered mail today. The Parties agree that the Respondent will place any items known to have been left behind by the Applicant on the front porch of the unit for the Applicant to retrieve and the Applicant will collect these items on Monday July 22, 2013. The Applicant will provide the Respondent with a list of items remaining in the unit prior to Monday July 22, 2013.

The Tenant claims \$3,500.00 as compensation for having to move into a more expensive rental unit.

Analysis

Section 4 of the Act provides 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 undisputed evidence of the Parties that they lived together and shared the whole house, during which there was a relationship breakdown, and that no amount of rent was payable during the Applicant's time following the breakdown, I find that the relationship was not a tenancy under the Act and that the Act therefore does not apply to the claim. I therefore dismiss the application.

Conclusion

The application is 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: July 16, 2013

Residential Tenancy Branch