



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary order for unpaid rent pursuant to section 67; and
- authorization to recover her filing fee for this application from the tenant pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The tenant confirmed that on or about November 10, 2013, he received a copy of the landlord's dispute resolution hearing package sent by the landlord by registered mail. I am satisfied that the landlord served the tenant with her hearing package in accordance with the *Act*.

Issues(s) to be Decided

Do I have jurisdiction under the *Act* to consider these applications for dispute resolution?

Background and Evidence

This four month fixed term tenancy commenced on September 1, 2013. Monthly rent was set at \$550.00, payable on the first of each month. The parties agreed that the tenant paid his September 2013 rent in full and paid \$275.00 to the landlord for one-half of the rent for October 2013 on September 30, 2013, when he ended his tenancy and vacated the premises. The tenant did not dispute the landlord's claim that he told the landlord that she could keep his \$275.00 security deposit as compensation for the remaining one-half of his rent for October 2013.

The landlord applied for a monetary award of \$1,100.00 to compensate her for unpaid rent owing for November and December 2013. She said that she has attempted to re-rent the room the tenant had been living in by listing its availability on a popular rental website, but has been unable to find a new tenant. The landlord testified that she

shared bathroom and kitchen facilities with the tenant during the course of his tenancy for the part of her house he rented from her.

Analysis

Section 4(c) of the *Act* establishes that the *Act* does not apply where the tenant shares bathroom or kitchen facilities with a landlord under these circumstances.

I find that the landlord testified that the rental unit provided to the tenant as living accommodation shared bathroom and kitchen facilities with her. 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: January 23, 2014

Residential Tenancy Branch

