



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the applicant and the respondent.

Prior to the hearing the respondent submitted documentary evidence indicating that the applicant moved into her home and shared kitchen and bathroom facilities with her. At the hearing the applicant testified that for the first month the respondent had the larger room and then she moved out of the property and put her personal belongings in storage.

The respondent submits that she had moved her personal belongings into storage but had left them in the property. She states that she house sat at her boyfriend's home until November 11, 2013 and then she stayed on her boat but did return to the home on a regular basis.

She states that she put her belongings because she had rent her room to another person and when she returned she had planned to move into the applicant's room because he was supposed to have only stayed in the property for the month of October 2013.

The respondent testified that she provide holiday and short term rentals and that she, at that point, had continued to live in the property during these rentals. She testified that she has now (January 31, 2014) moved out of the subject property and has a long term tenancy there now.

Issue(s) to be Decided

The issues to be decided are whether the applicant is entitled to a monetary order for return of double the amount of the security deposit and to recover the filing fee from the respondent for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

Analysis

Section 4 of the *Act* articulates a number of circumstances where the *Act* does not apply. Section 4(c) stipulates that living accommodation in which the tenant shares bathroom or kitchen facilities with the owner of that accommodation is not governed by the *Act*.

Based on the testimony of both parties I accept that at the start of the rental the respondent was residing in the rental unit and sharing the kitchen and bathroom with the applicant. While I accept that the terms changed after the first month, I find that at that time the respondent's action of putting her personal belongings in storage was a temporary measure and her intention was to remain permanently in the subject address.

Conclusion

Based on the above, I decline jurisdiction on the matters brought forward in 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: March 28, 2014

Residential Tenancy Branch

