



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Code: MNDC, MNSD, MND, FF

### Introduction

In the first application the landlord seeks to recover the cost paid by his insurer to repair fire damage in the subject premises resulting from an October 2013 fire allegedly caused by the tenant leaving a burning candle unattended.

In the second application the tenant seeks to recover a \$350.00 security deposit, doubled pursuant to s. 38 of the *Residential Tenancy Act* (the “Act”).

At the commencement of the hearing it was confirmed with the landlord and tenant’s counsel that the tenant rented a room in the house and shared kitchen and bathroom facilities with the landlord, the owner or one of the owners, who lived there as well.

It appears that later in the relationship, after the fire, a third occupant came to stay for awhile but that the landlord has always retained a bedroom in the house and d access to the shared facilities.

### Analysis

Section 4 (c) of the *Act* provides:

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,

Conclusion

In these circumstances I consider that I have no jurisdiction to hear either dispute. The *Residential Tenancy Act* does not apply to the legal relationship between the parties.

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: September 26, 2014

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Residential Tenancy Branch

