



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **Decision**

### **Dispute Codes:**

CNR, FF

### **Introduction**

This hearing dealt with an Application for Dispute Resolution by the tenant to cancel a Ten-Day Notice to End Tenancy for Unpaid Rent.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The participants had an opportunity to submit documentary evidence prior to this hearing and the parties were also permitted to present affirmed oral testimony and to make submissions during the hearing.

### **Issue(s) to be Decided**

Should the Ten Day Notice to End Tenancy for Unpaid Rent be cancelled?

### **Preliminary Matter**

At the outset of the hearing the landlord testified that he is the owner of the residence living in the building and that the tenants occupying a room in the complex shares the kitchen with the landlord/owner. The landlord argued that this dispute is therefore not under the authority of the Residential Tenancy Act and is beyond the jurisdiction of the arbitrator to hear and decide.

The tenant pointed out that they rented the room as a self-contained unit, but did acknowledge that the landlord/owner lives on site and that there is a “make-shift” kitchen that is available for some to use the stove if they wish to do so. The tenant stated that the complex includes 9 separate units and that the landlord has devised the arrangements in such a way as to avoid the Residential Tenancy Act.

The landlord’s two witnesses supported the landlord’s testimony and stated that, although the rooms can be considered as self-contained, the actual kitchen is located in a common area and used by the owner and others as they wish to do so.

I find that section 4(c) of the Residential Tenancy Act states that the Act does not apply to the following:

“(c) living accommodation in which the tenant shares bathroom or kitchen facilities with the owner of that accommodation.”

Given the above, I find that this tenancy relationship is not one that is governed by the Act and I therefore lack any authority to hear or consider this application.

I hereby decline to hear this application on the basis that I lack statutory jurisdiction under the Residential Tenancy Act.

### **Conclusion**

The tenant’s application was not heard nor considered as it was established that this tenancy relationship does not fall under the jurisdiction of the Act due to the sharing of kitchen facilities by the tenants and the owner.

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 16, 2014

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Residential Tenancy Branch

