



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MNSD, MNDC, FF

Introduction

This hearing was convened as a result of the applicant/tenant's (hereafter "applicant") application for dispute resolution under the Residential Tenancy Act ("Act"). The applicant applied for a monetary order for a return of her security deposit, a monetary order for money owed or compensation for damage or loss under the Act, the tenancy agreement or the regulation, and for recovery of the filing fee paid for this application.

The applicant and her witness attended the hearing and provided testimony in support of the applicant's application.

The applicant testified that she served the landlord (hereafter "respondent") with the application for dispute resolution and notice of hearing by registered mail and that the registered mail was returned to her, marked "unclaimed".

Based upon the submissions of the applicant, I accept the respondent was served notice of this hearing and the applicant's application in a manner complying with section 89(1) of the Act and the hearing proceeded in the respondent's absence.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

Issue(s) to be Decided

Does this dispute fall under the jurisdiction of the Residential Tenancy Act?

If so, is the applicant entitled to a return of her security deposit, a return of her rent, and to recovery of the filing fee paid for this application?

Background and Evidence

The applicant submitted there is no written tenancy agreement for the rental unit, which was a bedroom within the respondent's home.

The applicant submitted that she began moving her personal property into her bedroom, but it became clear quickly that due to the respondent's behaviour, she would be unable to stay. The applicant submitted that she moved out the next day, on April 30, 2015, after having paid rent for the month of May 2015.

The applicant submitted that the actions of the respondent caused her to vacate the rental unit after one night, and that therefore, she is entitled to a return of her monthly rent and her security deposit paid to the respondent.

The applicant confirmed that she would be sharing kitchen facilities with the respondent, who owned the property, had she been able to stay living in the rental unit.

Analysis

Section 4 (c) of the Act states that the Act does not apply to living accommodation in which the tenant shares bathroom or kitchen facilities with the owner of that accommodation. In this case, the applicant confirmed that she would share a kitchen facility with the respondent during the tenancy.

In light of the above, I find that the living accommodation meets the above criteria for exclusion under the Act, and I therefore decline to find jurisdiction to resolve this dispute.

The applicant is at liberty to seek the appropriate legal remedy to this dispute.

Conclusion

I do not find the Residential Tenancy Act applies to this dispute and I have declined jurisdiction.

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: October 9, 2015

Residential Tenancy Branch

