



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *DRI, OLC, LRE, O*

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act*, for a monetary order for compensation for loss under the *Act* and for other remedies.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony. The tenant stated that the landlord served him a copy of his evidence just four days prior to this hearing, which did not give him enough time to respond.

At the start of the hearing the landlord raised the issue of jurisdiction under the *Residential Tenancy Act*.

Issues to be Decided

Does the *Residential Tenancy Act* apply to the parties? Do I have jurisdiction to resolve this dispute? If the *Residential Tenancy Act* applies, is the tenant entitled to a monetary order and is the tenant entitled to the other remedies that he has applied for?

Background and Evidence

The tenancy started in July 2015. The rental unit is located in a two level home. The upper level has four bedrooms and the lower level contains two suites. The tenants occupied the master bedroom on the upper level and the other three bedrooms were rented to three other tenants. The tenants of the upper level shared the kitchen and washroom.

The landlord testified that he was a part owner of the property and prior to the start of this tenancy, he occupied a bedroom in the upper level of the home.

He testified that even though he stopped using a bedroom in the home since May 2015, he continued to store his belongings in the home and use the kitchen and washroom during his visits to the home.

The tenant stated that the landlord did not live in the home. However he also added that the landlord stored his food in the refrigerator and visited without providing any notice to the tenants.

Analysis

Based on the above facts I find that the tenant rented a room in the home of the owner/landlord and shared the kitchen with the owner/landlord.

Section 4 of the *Residential Tenancy Act*, addresses what the *Act* does not apply to. It 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

Conclusion

The circumstances of the dispute do not fall within the jurisdiction of the *Act*, and the application must therefore be dismissed. The tenant is at liberty to pursue other remedies under common law.

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: December 16, 2015

Residential Tenancy Branch

