



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for compensation - Section 67;
2. An Order to retain the security deposit - Section 38; and
3. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the dispute under the jurisdiction of the Act?

Background and Evidence

The Tenant states that on May 22, 2015 he met with Landlord LB to rent a bedroom at the dispute address for the month of June 2015. The Tenant states that Landlord LB told the Tenant he lived at a different unit and that another person also lived in the unit. The Tenant states that he paid rent of \$1,400.00 and a security deposit of \$800.00 to Landlord LB and moved into the unit early. The Tenant states that he moved out of the unit in the middle of June 2015 due to the presence of bedbugs. The Tenant claims compensation and return of the security deposit.

The Owner states that the unit is owned by himself and that Landlord LB is a friend of the Owner who, with the knowledge and permissions of the Owner, allowed the Tenants to live in the unit temporarily while the Owner was out of the country for a brief period

and only to help the Tenants out in a crisis. The Owner states that only \$150.00 was collected from the Tenants for the cost of a fob and moving in. The Owner states that he returned in the middle of June 2015 to deal with the problems of the Tenants. The Landlord argues that as he owns the unit and as the bathroom and kitchen are shared by the Landlord the Act does not apply.

Analysis

Section 4 of the Act provides that the Act does not apply to living accommodation in which the tenant shares bathroom or kitchen facilities with the owner of that accommodation. Although the Owner of the unit was away at the time the bedroom was provided to the Tenants to use, I accept that the unit kitchen was shared by the Owner of the accommodation with those Tenants and that the Act therefore does not apply to the dispute. The Tenants' application is dismissed.

Conclusion

The application is dismissed.

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: May 09, 2016

Residential Tenancy Branch