



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MNSD FF

Introduction

This hearing was convened as a result of an Application for Dispute Resolution, dated February 22, 2016 (the "Application"). The Applicant applied for the following relief pursuant to the *Residential Tenancy Act* (the "Act"):

- an order requiring the Respondent to return all or part of the security deposit; and
- an order granting the Applicant recovery of the filing fee.

The Applicant and the Respondent attended the hearing on their own behalves. Both provided their solemn affirmation.

The parties were given the opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

1. Is the Applicant entitled to an order for the return of all or part of the security deposit?
2. Is the Applicant entitled to a monetary order for recovery of the filing fee?

Background and Evidence

The Applicant provided oral testimony regarding the terms of the living arrangement between the parties. He confirmed he rented a room in the Respondent's home from January 14, 2014 to July 31, 2015. He testified that the parties shared bathroom and kitchen facilities, as well as the laundry and patio areas.

The Respondent also provided oral testimony. She agreed the living arrangements were as described by the Applicant and confirmed she is the owner of the property. The Applicant did not dispute the Respondent's evidence.

Analysis

Based on the documentary evidence and oral testimony provided during the hearing, and on a balance of probabilities, I find the following:

Section 4 of the *Act* states:

This Act does not apply to

...

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

...

I find that the Applicant rented a room in the Respondent's home from January 14, 2014 to July 31, 2015, and that the parties shared bathroom and kitchen facilities during this period.

Accordingly, pursuant to section 4(c) of the *Act*, I find that the *Act* does not apply to the living arrangement as it existed between the parties and that I do not have jurisdiction to hear the matter. The Application is dismissed for lack of jurisdiction.

Conclusion

The Application is dismissed for lack of 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 06, 2016

Residential Tenancy Branch

