



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      CNL OLC

### **Introduction**

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the landlords' 2 Month Notice to End Tenancy for Landlord's Use of Property ("2 Month Notice"), pursuant to section 49; and
- an order requiring the landlords to comply with the *Act*, regulation or tenancy agreement pursuant to section 62.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to describe the circumstances of this tenancy to me.

The landlords confirmed receipt of the tenant's application for dispute resolution hearing package ("Application"). In accordance with section 89 of the *Act*, I find that the landlords were duly served with the Application. All parties confirmed receipt of each other's evidentiary materials, which were duly served in accordance with section 88 of the *Act*.

At the beginning of the hearing the landlord MA indicated that her name was misspelled on the tenant's application, and requested an amendment to reflect the correct spelling her name. As the tenant did not have an issue, and as I was satisfied that the landlord's name was misspelled, I allowed the amendment to reflect the correct spelling of the landlord's name.

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

Do I have jurisdiction under the *Act* to consider this application for dispute resolution?

### **Background and Evidence**

This tenancy commenced on October 22, 2013. Monthly rent was set at \$650.00, payable on the first of each month. The landlords continue to hold the tenant's \$650.00 security deposit.

Both parties signed a lease agreement on October 11, 2013 for this tenancy, which states "For one bedroom...starting on October 22, 2013...The monthly rent is \$650.00 and is due on the morning of the first day of each month...This lease can be terminated by either party by the 1<sup>st</sup> of the month with a full month's notice". A copy of this agreement was included in the landlord's evidence.

The landlords testified that they lived upstairs, while the tenant rented a bedroom downstairs. The home has one kitchen, which is shared by both the landlords and the tenant. The tenant testified that the kitchen was comprised of two rooms, a pantry and a kitchen. When asked in the hearing if he uses either side, the tenant replied that he uses both.

### **Analysis**

Section 4(c) of the *Act* reads in part as follows:

- 4      *This Act does not apply to...*  
         *(c) living accommodation in which the tenant shares bathroom or kitchen facilities with the owner of that accommodation,...*

The oral evidence of the landlords and the tenant is that the tenant rented premises which share kitchen facilities with the landlords, the owners of this home. Under these circumstances and based on the evidence before me, I find that the *Act* does not apply to this tenancy. I therefore have no jurisdiction to render a decision in this matter.

### **Conclusion**

I decline to hear this matter as I have no jurisdiction to consider this application.

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: August 3, 2017

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Residential Tenancy Branch