



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      DRI, MNDC, MNSD, OLC, RPP, SS

### Introduction

This hearing was convened in response to an application pursuant to the *Residential Tenancy Act* (the “Act”). The Applicant and Respondent were each given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Does the Act apply to the dispute?

### Background and Evidence

The Applicant states that it rented a room on the main floor of a house from the Respondent who lives in the house. The room does not have its own kitchen and bathroom. The main floor of the house also contains a kitchen, 2 bathrooms and living space. The Respondent states that it does not own the house and confirms occupying the house that it rents from a 3<sup>rd</sup> party. The Respondent confirms that there is no agreement between the Applicant and the 3<sup>rd</sup> party for the occupation of the room.

The Applicant seeks return of the \$1,100.00 paid by the Applicant for one month's rent and return of the security deposit of \$900.00.

### Analysis

Section 2(1) of the Act provides that the Act applies to tenancy agreements, rental units and other residential property. Section 1 of the Act defines “tenancy agreements” as

agreements between a landlord and a tenant; “landlord” as, inter alia, a person, other than a tenant occupying the rental unit; “residential property” as including one or more rental units and common areas; and a “rental unit” as living accommodation.

As the room rented by the Applicant contains no bathroom or kitchen I consider that it is not living accommodation or a rental unit. Given the undisputed evidence that room is contained in a house occupied by the Respondent who is the tenant of the entire house, I find that the Respondent is not a landlord within the meaning of the Act and is therefore not capable of entering into a residential tenancy agreement under the Act. As such I find that the Act does not apply to the dispute and I dismiss the application.

#### Conclusion

The Act does not apply and 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: March 23, 2018

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Residential Tenancy Branch