



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDTC, FFT

### Introduction

This is an Application for Dispute Resolution (the “Application”) brought by the Applicant requesting a monetary order to return a portion of pre-paid rent as the tenancy had ended, and for the cost of the filing fee. The Applicant had rented space from the Respondent for his minor son, who resided there for approximately three months.

The Applicant and Respondent appeared for the scheduled hearing, along with their interpreters. The Landlord also had an advocate and his son present for the hearing. I find that the notice of hearing was properly served and that evidence was submitted by all parties.

Before considering and dealing with the Applicant’s request for a refund in rent, the issue was raised that the *Residential Tenancy Act (the “Act”)* does not have jurisdiction in this dispute. The Respondent explained that she was the owner of the dispute property who shared a kitchen and bathroom with the Applicant’s son, who had occupied one of the bedrooms in the residential home on the UBC campus.

The Applicant confirmed that the Respondent was the owner of the dispute address and that his 15 year old son indeed did share a kitchen with the Respondent but had his own bedroom. The parties had agreed that an additional amount was paid monthly to cover food expenses.

### Jurisdictional Analysis

Section 4(c) of the Act stipulates that the Act does **not** apply to living accommodation in which the renter shares bathroom or kitchen facilities with the owner of that accommodation.

I accept the undisputed evidence that the Respondent in this case is the owner of the home to which this dispute relates to. Furthermore, I find that because the Applicant's son and the Respondent shared a kitchen in the same home, section 4(c) of the Act applies in this case.

Therefore, based on undisputed evidence before me, I must decline jurisdiction in this matter as I have no authority to make a legal binding decision on the Applicant's claims. The participants were offered the opportunity to have a private discussion with all parties on the telephone conference line to discuss whether a settlement could be reached, and the matter was concluded.

### Conclusion

The Act does not apply and the Residential Tenancy Branch has no authority or jurisdiction to resolve this dispute. The parties are at liberty to seek alternative legal remedy.

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: July 04, 2018

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Residential Tenancy Branch