



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      ET

### Introduction

On August 12, 2018, the Landlord applied for a Dispute Resolution proceeding seeking an Order of Possession based on Early Termination of Tenancy pursuant to Section 56 of the *Residential Tenancy Act* (the “Act”).

The Landlord and Tenant both attended the hearing and all parties provided a solemn affirmation.

The Landlord advised that he served the Tenant with the Notice of Hearing package by registered mail on August 23, 2018 and the Tenant confirmed that she eventually received this package in early September as she did not have access to the mail. As the Tenant confirmed that she received the package, in accordance with Sections 89 and 90 of the *Act*, I am satisfied that the Tenant was suitably served with the Notice of Hearing package.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue(s) to be Decided

- Is the Landlord entitled to an Order of Possession?

### Background and Evidence

Both parties agreed that the Applicant purchased the property in August 2015, that the Respondent moved into the premises that month, and that she shares the kitchen and

bathroom with the Applicant. The Applicant stated that he works out of town 21 days of the month, but he currently still lives in the premises with the Respondent. Both parties agreed that they are experiencing relationship difficulties.

### Analysis

In my view, after hearing testimony from both parties, the undisputed evidence is that the Applicant owns the premises and shares a kitchen and bathroom with the Respondent.

As Section 4(c) of the *Act* stipulates, the *Act* does not apply in situations where a tenant shares a bathroom or kitchen facilities with the owner of the accommodation. Consequently, I find that even if the parties intended upon entering into a tenancy agreement as contemplated under section 1 of the *Act*, the *Act* would not apply to this tenancy. Therefore, I 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: October 1, 2018

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Residential Tenancy Branch