



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNL, ERP, MNDCT, PSF, FFT

Introduction

On November 26, 2018, the Applicant applied for a Dispute Resolution proceeding seeking to cancel a Two Month Notice to End Tenancy for Landlord's Use of Property (the "Notice") pursuant to Section 49 of the *Residential Tenancy Act* (the "*Act*"), seeking an emergency repair pursuant to Section 62 of the *Act*, seeking compensation pursuant to Section 67 of the *Act*, seeking an Order for the Landlord to provide services or facilities pursuant to Section 62 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

The Applicant did not attend the hearing; however, the Respondent did attend the hearing. All parties provided a solemn affirmation.

The Respondent advised that he was the owner of the rental unit, that he rented a room out to the Applicant, and that they shared a kitchen. As well, he stated that the Respondent had already moved out of the rental unit.

Analysis

In my view, after hearing testimony from the Respondent, I am satisfied that he was the owner of the rental unit and that he did share a kitchen with the Applicant. 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: January 10, 2019

Residential Tenancy Branch