



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCL, MNRL, FFL

Introduction

This hearing was convened as a result of the Applicant's Application for Dispute Resolution, made on January 30, 2019 (the "Application"). The Applicant applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for compensation;
- a monetary order for unpaid rent; and
- an order granting recovery of the filing fee.

The hearing was scheduled for 1:30 P.M. on May 21, 2019 as a teleconference hearing. The Applicant appeared at the appointed date and time of the hearing and provided affirmed testimony. No one appeared for the Respondent. The conference call line remained open and was monitored for 10 minutes before the call ended. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the Applicant and I were the only persons who had called into this teleconference.

The Applicant testified the Application and documentary evidence package was served to the Respondent by registered mail on February 1, 2019. A copy of the Canada Post registered mail receipt was submitted in support. Based on the oral and written submissions of the Applicant, and in accordance with sections 89 and 90 of the *Act*, I find that the Respondent is deemed to have been served with the Application and documentary evidence on February 6, 2019 the fifth day after the registered mailing.

The Applicant was given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary Matters

At the start of the hearing, the Applicant testified that she is the owner of the home and began renting a room in her home to the Respondent on June 1, 2017. The Applicant stated that the Respondent was responsible for paying her rent in the amount of \$500.00 a month. The Applicant stated that the Respondent was not required to pay a security deposit and that both the Applicant and Respondent shared the common areas including the kitchen and bathroom throughout the term of the tenancy.

The Applicant stated that the Respondent failed to pay rent in November 2018 before the tenancy ended on December 5, 2018. The Applicant is seeking a monetary order in the amount of \$500.00 as well as half of the filing fee paid to make the Application.

Section 4(c) of the *Act* confirms that the *Act* does not apply to living accommodation in which the owner shares bathroom or kitchen facilities with the Respondent. In this case, the Applicant testified that she shared common areas with the Respondent which included the kitchen as well as bathroom facilities.

Accordingly, pursuant to section 4(c) of the *Act*, I find the *Act* does not apply to the agreement between the parties. The Application is dismissed for lack of jurisdiction.

Conclusion

I decline to proceed due to a lack of jurisdiction, and the Application is dismissed without leave to reapply. The Applicant should seek legal advice from their lawyer as to how to resolve this dispute.

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: May 21, 2019

Residential Tenancy Branch