



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDCT, MNSD, FFT

### Introduction and Analysis

This hearing was convened as a result of the applicant's Application for Dispute Resolution ("*application*") seeking remedy under the *Residential Tenancy Act* ("*Act*"). The applicant applied for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, for the return of double their security deposit and/or pet damage deposit, and to recover the cost of the filing fee.

The applicant and respondent attended the teleconference hearing. The parties were affirmed. During the hearing, the respondent testified that they were co-owner of the home and that the respondent rented out a room in their home to three homestay students, and that the applicant was a former homestay student. The respondent also testified that the respondent had access to and used the upstairs bathroom of the respondent's on occasion. The applicant originally stated that they did not have access to the upstairs portion of the home and later changed their testimony to confirm that they did have access and used the bathroom upstairs. The applicant also originally stated that they were unsure if the other two people renting rooms in the basement were students, and again changed their testimony to confirm that they knew at least one of them was a student. Section 4(c) of the *Act* applies and states:

### **What this Act does not apply to**

#### **4 This Act does not apply to**

**(c) living accommodation in which the tenant shares bathroom or kitchen facilities with the owner of that accommodation,**

[Emphasis added]

Furthermore, the respondent submitted a copy of a signed Homestay Agreement signed by the parties. Based on the above, I find the *Act* does not apply to this living arrangement as I have reviewed the Homestay Agreement, which I find the applicant is a student renting just a room and has access to the upstairs bathroom. I also accept the undisputed testimony of the respondent that they are co-owner of the home who lives in the upstairs area of the home. I also prefer the testimony of the respondent over that of the applicant as the respondent's testimony did not change and was consistent throughout the hearing. Therefore, I accept the respondent's version of events, which is that the respondent is a co-owner of the home and that the applicant had access and used the bathroom upstairs.

Based on the above, **I refuse to hear this dispute due to lack of jurisdiction**, as I find the *Act* does not apply to this living arrangement.

As the *Act* does not apply, I do not grant the recovery of the filing fee.

### Conclusion

The application has been refused due to lack of jurisdiction as per section 4(c) of the *Act*.

The filing fee is not granted to the applicant as the *Act* does not apply to this living arrangement.

This decision will be emailed to both parties at the email addresses confirmed at the start of the hearing.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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: June 7, 2019

---

Residential Tenancy Branch