



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MNSD, FF*

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act*, for a monetary order for the return of the security deposit and for the filing fee.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. Both parties represented themselves.

As both parties were in attendance, I confirmed service of documents. The parties confirmed receipt of each other's evidence package. I find that evidence was served in accordance with sections 88 and 89 of the *Act*.

### **Issues to be Decided**

Is the tenant entitled to a monetary order?

### **Background and Evidence**

The parties agreed to the following:

The tenancy started on September 01, 2018 and ended on April 30, 2019. The rental unit consists of a room on the upper floor of the landlord's home. The landlord lives in the home and is also the owner of the two-level home.

The upper level has three bedrooms and three washrooms. The tenant rented one bedroom and the owner occupied one of the other two bedrooms. The third bedroom was rented out separately to a third occupant of the home. The lower level contains a kitchen and washrooms and is shared by all the occupants of the home.

The monthly rent was \$900.00 payable on the first of each month and prior to moving in the tenant paid a security deposit of \$350.00. On April 19, 2019, the tenant gave notice

to end the tenancy effective April 30, 2019 and moved out on that date. The tenant is claiming the return of the security deposit of \$350.00 that he paid to the landlord plus the filing fee of \$100.00.

### **Analysis**

Section 4 of the *Residential Tenancy Act* addresses what the *Act* does not apply to. It states that the *Act* does not apply to living accommodation in which the tenant shares bathroom or kitchen facilities with the owner of that accommodation

Based on the above facts I find that the tenant rented a room in the home of the owner/landlord and shared the kitchen and washroom with the owner/landlord.

The circumstances of the dispute do not fall within the jurisdiction of the *Act*, and the application must therefore be dismissed. The tenant is at liberty to pursue other remedies under common law.

### **Conclusion**

The tenant's application is dismissed.

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: August 19, 2019

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Residential Tenancy Branch