



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** MNDC, MNSD

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act*, for a monetary order for compensation and for the return of the security deposit. 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 landlord confirmed receipt of the tenant's evidence package and stated that she did not file any of her own. 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 tenancy started on April 01, 2019 and ended on May 01, 2019. The monthly rent was \$700.00 payable on the first of each month. The tenant paid the landlord a security deposit of \$700.00. The rental unit consists of a room in a home that is occupied by the landlord and her family. The landlord is also part owner of the home.

The landlord testified that she rented a room to the tenant. The tenant agreed that she had the use of a washroom but shared the kitchen and living room with the landlord.

The tenant is claiming compensation for the loss of quiet enjoyment during the term of the tenancy is also claiming the recovery of the filing fee.

### **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 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: October 24, 2019

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Residential Tenancy Branch