



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FFT

### Introduction

On August 11, 2019, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) for the Landlord to return of all or part of the pet damage deposit a key deposit, and to recover the filing fee for the Application.

The Tenant appeared at the hearing; however, the Landlord did not. The Tenant provided affirmed testimony that he served the Landlord with the Notice of Hearing using Canada Post Registered Mail sent on November 13, 2019.

The Tenant testified that his tenancy began on April 1, 2019, on a month to month basis. Rent in the amount of \$900.00 was due to be paid to the Landlord by the first day of each month. The Tenant paid the Landlord a security deposit of \$450.00 and key deposit in the amount of \$50.00.

The Tenant testified that he was renting a room in an apartment that he shared with the owner/ Landlord.

### Analysis

Section 4 of the Act provides 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 evidence and testimony before me, I find that the Act does not apply to living arrangement. I decline jurisdiction to accept and determine the dispute.

The Tenant’s application is dismissed in its entirety.

Conclusion

The Tenant testified that he entered into a living arrangement where he shared a kitchen and bathroom with the owner of the unit. I find that the Act does not apply to this living arrangement. I decline jurisdiction to accept and determine the 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: December 03, 2019

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Residential Tenancy Branch