



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT

Introduction

This hearing was convened as a result of the Applicant's Application for Dispute Resolution, made on October 22, 2019 (the "Application"). The Applicant applied for a monetary order for damage or compensation, pursuant to the *Residential Tenancy Act* (the "Act").

The Applicant, the Applicant's Legal Advocate, and the Respondent appeared at the appointed date and time of the hearing.

The parties were 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 parties testified and agreed that the tenancy started on September 1, 2019. The Applicant moved into the Respondent's home with the understanding that the Respondent would build a self-contained bachelor suite which would be occupied by the Respondent. The Applicant would then occupy the remaining portion of the home. Both parties testified and agreed that at the start of the tenancy, both the Applicant and the Respondent shared the home, including the kitchen and washroom. The Applicant stated that the tenancy ended the following day as the parties got into an altercation and the Applicant moved out. The Respondent stated that the tenancy ended three days later as the Applicant returned to the home to gather some belongings.

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 Applicant. In this case, I find that the Applicant and the Respondent shared common areas during the entire short duration of the tenancy, 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: March 06, 2020

Residential Tenancy Branch