



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDCT, FFT

### Introduction

On May 4, 2020, the Applicant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the *Act*”) for a monetary order for compensation for monetary loss or other money owed, and to recover the filing fee for this application. The matter was set for a conference call.

The Applicant attended the conference call hearing and was affirmed to be truthful in their testimony. As the Respondent did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered. Section 59 of the *Act* and the Residential Tenancy Branch Rules of Procedure require that the Respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The Applicant testified that they served the Respondent with the Application for Dispute Resolution, Notice of Hearing and their documentary evidence by email, as permitted by Residential Tenancy (COVID-19) Order, MO M089 (Emergency Program Act) made March 30, 2020 (the “Emergency Order”). Accordingly, I find that the Respondent has been served with the necessary documents, in accordance with the *Act*.

The Applicant was provided with the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

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 and Procedural Matter – Jurisdiction

Jurisdictional issues were brought up at the outset of the hearing. The Applicant testified that they were the tenant of the Respondent, that they rented a room in the basement of the Respondents home and that they shared a kitchen with the Respondent.

Section 4 of the *Act* defines the types of housing agreement that are not covered by the *Act*. Section 4 of the *Act* states the following:

**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,

Pursuant to section 4(c) of the *Act*, I find that I must decline to accept jurisdiction over the Applicant's dispute with the Respondent.

Although the *Residential Tenancy Act* does not apply to this matter, the parties may further pursue this matter through a court of competence jurisdiction.

Conclusion

For a reason stated above, I decline jurisdiction to resolve this dispute. I have made no determination on the merits of the Applicant's application. Nothing in my decision prevents either party from advancing their claims before a Court of competent jurisdiction.

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: June 11, 2020

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Residential Tenancy Branch