



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- authorization to obtain a return of the security deposit, pursuant to section 38; and
- authorization to recover a monetary loss, pursuant to section 67.

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. The parties represented themselves.

As both parties were in attendance, I confirmed service of documents. The parties denied having received each other's evidence. I find that the parties were not served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

Preliminary Issue – Jurisdiction to hear Matter

The background facts are generally undisputed. The tenancy started on March 09, 2020 and ended on June 1, 2020. The monthly rent was \$900.00. The rental unit consists of two bedrooms in a three-bedroom house.

At the outset of the hearing, the landlord stated that she, as the owner of the rental unit, rented out two bedrooms to this tenant and reserved the master bedroom for her use. The landlord stated that she shared a kitchen and bathroom with the tenant during this tenancy. The tenant agreed that she shared the kitchen and bathroom with the landlord.

Section 4(c) of the *Act*, outlines a tenancy in which the *Act* does not apply:

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...

It is undisputed that the landlord owns the rental unit and that she shared the same kitchen and bathroom with the tenant during this tenancy.

The *Act* specifically excludes the owner of a rental unit who shares a kitchen and bathroom with the tenants. Accordingly, I find that I am without jurisdiction to consider the tenant's application because it is excluded by section 4(c) of the *Act*.

For the above reasons, I find that this is not a matter within the jurisdiction of the *Residential Tenancy Act*. Accordingly, I decline jurisdiction over the tenant's application.

Conclusion

I decline jurisdiction over the tenant's application.

I make no determination on the merits of the tenant'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: August 18, 2020

Residential Tenancy Branch