



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNDL MNRL FFL

Introduction

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

- a monetary order for money owed or compensation for monetary loss under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- authorization to recover the filing fee for this application, pursuant to section 72

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 1:57 p.m. in order to enable the tenant to call into this teleconference hearing scheduled for 1:30 p.m. The landlords attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the landlords and I were the only ones who had called into this teleconference.

The landlords testified that the tenant was served with the landlord's application for dispute resolution hearing package and evidence on or about June 23, 2020 by way of email to an email address that was used in the past for correspondence related to this tenancy. In accordance with sections 88, 89, 90, and the Order of the Director dated March 30, 2020, I find the landlord's documents deemed served to the tenant on June 26, 2020, 3 days after the documents were emailed.

Preliminary Matter: Does the Residential Tenancy Branch have jurisdiction to hear the dispute between the parties?

The landlords testified that the tenant rented a room in the same home occupied by the landlords, and that although the tenant had his own bathroom, the tenant rented a room with access to a shared kitchen for monthly rent of \$720.00, payable on the first of every month. No written tenancy agreement exists. The landlords testified that the tenant had moved in sometime in April of 2020, and moved out on May 31, 2020.

Analysis

Section 4(c) of the *Act* reads in part as follows:

- 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,...

I accept the sworn, undisputed testimony of the landlords that the tenant shared a kitchen with the landlords.

Under these circumstances, I find that the *Residential Tenancy Act* does not apply. I therefore have no jurisdiction to render a decision in this matter.

Conclusion

I decline to hear this matter as I have no jurisdiction to consider this application.

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 13, 2020

Residential Tenancy Branch