



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Travelodge Hope
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes FFT, AAT, OLC, MNDCT, CNE, OPT, PSF

Introduction

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

- for cancellation of the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) pursuant to section 48;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62;
- an order to allow access to or from the rental unit or site for the tenants or the tenant's guests pursuant to section 70
- a monetary order for compensation for loss or money owed under the *Act*, regulation or tenancy agreement pursuant to section 67;
- an order to the landlord to provide services or facilities required by law pursuant to section 65;
- an Order of Possession of the rental unit pursuant to section 54; and
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

While the tenant attended the hearing by way of conference call, the landlord did not. I waited until 10:04 a.m. to enable the landlord to participate in this scheduled hearing for 9:30 a.m. The tenant was given a full opportunity to be heard, to present affirmed 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 tenant and I were the only ones who had called into this teleconference.

The tenant testified that he had personally served the landlord's agent on September 24, 2020 with his dispute resolution package, and the amendment by way of registered mail on September 29, 2020. In accordance with sections 88 and 89 of the *Act*, I find the landlord duly served with the original package. I find the landlord deemed served

with the amendment on October 4, 2020, 5 days after mailing. The landlord did not submit any written evidence for this hearing.

During the hearing, the tenant confirmed the contents of the evidence submitted to the RTB for his claim. The tenant believes that the RTB did not receive some of his evidentiary materials. With the tenant's permission, the tenant gave oral evidence summarizing the portions that were not received by the RTB.

Preliminary Issue: Do I Have Jurisdiction to Decide This Matter?

The tenant testified that since January 1, 2019 he was employed as a night watchman by the landlord, and in exchanged for his services he was given rent-free accommodation. The tenant testified that he had lived there full time, and had his own private room and bathroom. The tenant testified that he occupied one of the 28 units, and he shared the kitchen and some common areas with the owner and some other staff. The tenant testified that the owner resided there as well.

The tenant testified that his employment ended after he had expressed his concerns about the need to wear masks and gloves in the common areas, but was told that he was overstepping his authority. The tenant was concerned about the health and safety of all parties due to the shared nature of the common areas that were used by multiple parties.

The tenancy ended on September 25, 2020 after the tenant was served with a notice that was posted on a handrail, The notice was in the form of a handwritten note dated September 22, 2020 that the tenant "must be packed and out by Friday, September 25th. ". The tenant included a copy of this note in his evidentiary materials. The tenant filed this application for multiple remedies, including the return of his personal belongings which he believes is still in the possession of the landlord. The tenant is also seeking monetary compensation amounting to \$25,000.00 for the landlord's failure to pay his wages, his lost property, and to cover the cost of alternative accommodation after he was forced to leave.

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,...*

The tenant testified that his living arrangements included the shared use of a kitchen facility with the owner of this accommodation.

Under these circumstances I find that the *Act* does not apply to this tenancy. 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: November 27, 2020

Residential Tenancy Branch