



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

On September 2, 2020, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) for the Landlord to return of all or part of the pet damage deposit or security deposit, and to recover the filing fee for the Application.

The matter was scheduled as a teleconference hearing. The Tenant and Landlord appeared at the hearing.

Preliminary and Procedural Matters

The Landlord submitted that the Tenant rented a room in the Landlord’s house. The Landlord testified that the Tenant shared a kitchen and bathroom with the Landlord.

The Tenant testified that he rented a room in the Landlord’s home and that he used a separate bathroom but did share use of the kitchen with the Landlord. The Tenant testified that the Landlord was not home when he used the kitchen.

Section 4 of the Act provides that the Act does not apply to living accommodation in which a tenant shares bathroom or kitchen facilities with the owner of that accommodation.

I find that whether or not the Landlord was home when the Tenant used the kitchen does not fundamentally change the living arrangement. The Landlord lived in the home and the agreement was for shared use of the kitchen with the Tenant.

In accordance with section 4 of the Act, I find that the Act does not apply to the living arrangement.

The Tenant's application is dismissed without leave to reapply.

Conclusion

The Tenant rented a room in the Landlord's house and shared the kitchen with the Landlord.

In accordance with section 4 of the Act, I find that the Act does not apply to the living arrangement.

I decline jurisdiction to resolve the 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: November 03, 2020

Residential Tenancy Branch