



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **FFT, MNDCT, MNETC**

Introduction

This hearing dealt with an application filed pursuant the *Residential Tenancy Act* (the “Act”) for:

- Authorization to recover the filing fee from the other party pursuant to section 72;
- A monetary order for damages or compensation pursuant section 67; and
- Compensation from the respondent related to a notice to end tenancy for Landlord’s use of property pursuant to section 51.

Both the applicant and the respondent attended the hearing. As both parties were present, service of documents was confirmed. The respondent acknowledged service of the applicant’s Notice of Dispute Resolution Proceedings. The parties disagree on whether the applicant provided the landlord with a USB drive containing her evidence which consisted mostly of audio files. At the commencement of the hearing, I advised the parties that the issue of evidence exchange would be determined after I dealt with the preliminary issue of jurisdiction that the landlord raised.

Preliminary Issue – respondent’s name

The parties agree that the applicant misspelled the respondent’s surname in her application. In accordance with rules 4.2 and 6.1 of the Residential Tenancy Act Rules of Procedure, I amended the landlord’s surname. The landlord’s correct name is reflected on the cover page of this decision.

Preliminary Issue - jurisdiction

The respondent testified that he owns the rental unit together with 2 other owners. He and the other owners purchased the rental unit, a half duplex approximately 10 years ago. He lives in the rental unit and rents out rooms to roommates. The other 2 owners do not live in the rental unit.

The half duplex has a single kitchen, shared by all roommates and the respondent. There are 2 full baths and a powder room. All roommates share 2 of the 3 bathrooms, including himself. The third bathroom is for his exclusive use.

The applicant testified that she understood that the respondent is the owner of the house, having shown her blueprints of the home in the past. She acknowledges she shared the kitchen with the respondent, but the respondent had exclusive use of one of the bathrooms. She did not dispute that the respondent used the other 2 bathrooms, as well.

Analysis

Section 4(c) of the Act does apply to living accommodation in which the tenant shares bathroom or kitchen facilities with the owner of that accommodation. As the *Residential Tenancy Act* does not apply to this living accommodation, I decline jurisdiction to resolve this dispute.

Conclusion

The director declines to resolve this dispute as the *Residential Tenancy Act* does not apply to this living accommodation.

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: May 17, 2022

Residential Tenancy Branch