



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDCT

### Introduction

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

- a monetary for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 67.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony and to make submissions. The parties acknowledged receipt of evidence submitted by the other. I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant facts and issues in this decision.

### Preliminary Issue #1 – Respondent's agent requests an adjournment

The respondent had an agent appear on their behalf for the sole purpose of requesting an adjournment. PW requested an adjournment as the respondent was writing an exam and was not available. GR was opposed to the adjournment. GR testified that she has waited seven months for this hearing and the respondent waited until the last possible moment to request an adjournment. The respondent did not provide sufficient supporting evidence to show that she was writing an exam or proof that she was in school, accordingly, the adjournment request was denied.

### Preliminary Issue #2 – Jurisdiction

It is the responsibility of an applicant to prove the matter falls under the Residential Tenancy Act to allow the Branch to have jurisdiction to hear the matter. GR testified that she was to rent one of the bedrooms in a fully furnished four bedroom home. GR testified that the respondent told her that one of the rooms is for herself and another for her daughter. GR testified that she was to move in on November 1, 2021 but, the respondent changed her mind and didn't allow her to move in. GR testified that she seeks monetary compensation for costs incurred to find new housing due to the short notice given to her by the respondent.

### Analysis

Based on the information provided by GR, it is clear that she would be renting one bedroom and as she stated, have access to the kitchen, living room and bathroom. When questioned, the tenant was very clear that this was not a self-contained unit and that the home was to be shared with the respondent and her daughter as they had pre-assigned rooms.

Section 4 of the Act addresses the issue before me as follows:

#### **What this Act does not apply to**

- 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.

In light of the above, it is my determination that the Applicant and Respondent have no rights or obligations to each other under the *Residential Tenancy Act* and therefore I do not have jurisdiction to resolve a dispute between the parties.

### Conclusion

I decline jurisdiction over the applicant's application.

I make no determination on the merits of the 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: June 06, 2022

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Residential Tenancy Branch