



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FFT

### Introduction and Preliminary Matter

Pursuant to section 58 of the *Residential Tenancy Act* (the Act), I was designated to hear an application regarding a tenancy. In this application for dispute resolution, the applicant filed on February 28, 2022 to recover:

- part or all of the security deposit an/or pet damage deposit; and
- the filing fee.

The hearing teleconference was attended by the applicant's father (MI), acting as the applicant's agent, and by the respondent. They were affirmed and made aware of Residential Tenancy Branch Rule of Procedure 6.11 prohibiting recording dispute resolution hearings.

MI testified that the applicant had arranged to rent a unit from the respondent from March 2022 to June 2022, and had paid a security deposit which the respondent refused to return after the applicant's plans changed.

The respondent testified that she is the owner of the property and shares bathroom and kitchen facilities with the unit that was to be rented to the applicant.

MI testified that it was his understanding that the owner lived in the building, but that the bathroom and kitchen facilities were shared with other "guests," not with the owner.

Section 4(c) of the Act states that the Act does not apply to living accommodation in which the tenant shares bathroom or kitchen facilities with the owner of that accommodation.

As MI sounded somewhat uncertain in his testimony regarding whether or not the owner shared bathroom and/or kitchen facilities with the unit to be rented, and the respondent

and owner provided affirmed testimony that she does, I prefer the respondent's certain testimony that she shares kitchen and bathroom facilities with the unit in question.

Pursuant to section 4(c) of the Act, I find this living arrangement is not subject to the Act, and therefore does not fall within the jurisdiction of the Residential Tenancy Branch. Accordingly, I decline to make a further decision on the matter.

### Conclusion

I decline to rule on this matter, as I have no jurisdiction to consider it.

The application is dismissed without leave to re-apply.

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 31, 2022

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Residential Tenancy Branch