



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      MNDCT, MNSD

### Introduction

This hearing was convened as a result of the Applicant's application under the Residential Tenancy Act (the "Act") for:

- a Monetary Order of \$1,800.00 for the Applicant's monetary loss or money owed by the Respondent pursuant to section 67; and
- return of the Applicant's security deposit and/or pet damage deposit in the amount of \$600.00 pursuant to section 38.

The Applicant, the Respondent, and the Respondent's agent VLC attended this hearing and gave affirmed testimony.

### Jurisdiction

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

The Respondent confirmed that he is the owner of the property and resides in the property. The Applicant rented a room with its own bathroom in the Respondent's basement. The basement has a total of three bedrooms occupied by different tenants. There is no locked door separating the basement and the other areas of the house.

The Respondent stated that the kitchen and dining room upstairs is for everyone including the tenants to use. The Respondent stated that there was a kitchenette downstairs, but it was removed at the city's request.

The Respondent submitted a “Residential Room Rental Agreement” dated June 1, 2021 signed by the parties. Clause 5 of this agreement states in part: The House shall be used and occupied by Landlord as a single-family residence. Tenant shall use the Room as his/her personal residence” (emphasis underlined).

The Tenant stated that he only went upstairs once or twice and had no place to cook.

Based on the evidence presented, I find the Applicant shared kitchen facilities with the Respondent. I accept the Respondent’s testimony that the kitchen was available for use by all tenants in the house. I accept that the city did not allow the Respondent to have another kitchen in the basement. I find the wording of the parties’ “Residential Room Rental Agreement” indicates that the Applicant was renting a room in a property occupied by the Respondent as a single-family residence. Pursuant to section 4(c) of the Act, I conclude that the Act does not apply in the circumstances.

My authority is only with the Act, and since the Act does not apply, I decline jurisdiction to hear and decide any matters relating to this dispute.

I note Residential Tenancy Policy Guideline 27. Jurisdiction (“Policy Guideline 27”) also confirms that the director has no jurisdiction to resolve disputes between roommates.

Policy Guideline 27 further states:

Depending on the particulars, the Civil Resolution Tribunal may have jurisdiction to resolve disputes between tenants and roommates. More information about the Civil Resolution Tribunal can be found at [civilresolutionbc.ca](http://civilresolutionbc.ca)

### Conclusion

Pursuant to section 62(1)(b) of the Act, I decline jurisdiction with respect to this 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: March 20, 2023