



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

MNETC, FFT

### **Introduction**

A hearing was convened on May 02, 2023 in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied for compensation related to being served with a Two Month Notice to End Tenancy for Landlord's Use and to recover the fee for filing this Application for Dispute Resolution.

The hearing was adjourned for reasons outlined in my interim decision of May 02, 2023.

Service of the Dispute Resolution Package was addressed in my interim decision of May 02, 2023 and will not be revisited here.

In my interim decision of May 02, 2023, I gave each party direction to submit a written submission and supporting documents on the issue of jurisdiction.

On May 10, 2023 the Landlord submitted documents on the issue of jurisdiction and documentation from Canada Post, including a registered mail receipt dated May 10, 2023. On the basis of this receipt, I find it reasonable to conclude that that these documents were mailed to the Tenant and I will consider these documents when determining jurisdiction.

On May 02, 2023 and May 04, 2023, the Tenant submitted documents on the issue of jurisdiction. The Tenant submitted Canada Post documentation that indicates documents were sent, presumably to the Landlord, on May 11, 2023.

The parties were advised in my interim decision of May 02, 2023 that I would issue a final decision dismissing the Application for Dispute Resolution if I determined that I did not have jurisdiction over this living arrangement.

### Issue(s) to be Decided

Do I have jurisdiction over this living arrangement?

### Analysis

On the basis of the undisputed testimony provided at the hearing on May 02, 2023, I find that the Landlord owns the residential complex and that the Landlord and the Tenant both live in the complex.

I favor the testimony of the Agent for the Landlord, who stated that the Landlord shares the kitchen with the Tenant, over the testimony of the Tenant, who stated that he does not share the kitchen with the Landlord.

I favor the testimony of the Agent for the Landlord, in large part, because it is supported by a written statement dated May 08, 2023. In the statement the author declares that she is an occupant of the residential complex and that she shares the kitchen with the Landlord, and the Tenant.

Section 4(c) of the *Residential Tenancy Act (Act)* stipulates 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 I have concluded that the Tenant shares kitchen facilities with the Landlord, who owns the residential complex, I find I do not have jurisdiction over this living arrangement.

### Conclusion

I do not have jurisdiction over this living arrangement and I must, therefore, dismiss the Application for Dispute Resolution.

This decision is made on authority delegated to me by the Director of the Residential

Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: May 16, 2023

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Residential Tenancy Branch