



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      TT: CNC, LRE, OLC, FFT  
                                 LL: MNRL, MNR-DR, MNDL, MNDCL, FFL

### **Introduction**

This hearing dealt with cross Applications for Dispute Resolution filed by the parties under the Residential Tenancy Act (the “Act”).

J.C.’s Application for Dispute Resolution was made on February 4, 2023 (the “J.C.’s Application”). J.C. applied for the following relief, pursuant to the Act:

- an order cancelling a One Month Notice for Cause;
- an order restricting the landlord’s right to enter the rental unit;
- an order that the landlord comply with the Act; and
- an order granting the recovery of the filing fee.

M.S.’s Application for Dispute Resolution was made on February 24, 2023 (the “M.S.’s Application”). M.S. applied for the following relief, pursuant to the Act:

- a monetary order for unpaid rent;
- an order of possession for unpaid rent;
- a monetary order for damage, compensation, or loss; and
- an order granting recovery of the filing fee.

J.C. and M.S. attended the hearing at the appointed date and time. At the start of the hearing the parties discussed the terms of the tenancy. The parties testified and agreed that J.C. rents a private room on the main floor of the rental property while M.S. resides on the upper floor. The parties agreed that there is no door separating the upper and main floor. The parties confirmed that M.S. has the ability to access the main floor freely. The parties confirmed that each of them has their own kitchen. M.S. stated that he shares a washroom with J.C. J.C. stated that M.S. has never used the bathroom on

the main floor, but acknowledged that he does have the ability to do so. M.S. referred to a text message he sent to J.C. at the start of the tenancy which confirmed that J.C. rents a private room with shared kitchen and bathroom. J.C. confirmed having received the text message from M.S. and agreed that this was the understanding at the start of the tenancy. J.C. stated that he has had verbal communication with M.S. surrounding the use of these areas and agreed that M.S. can use the bathroom on the main floor sometimes.

### Preliminary Matters

Section 4(c) of the *Act* confirms that the *Act* does not apply to living accommodation in which the parties share bathroom or kitchen facilities. I accept that the parties agreed that M.S. has unrestricted access to the main floor of the rental property where J.C. rents a room. I accept that the parties agreed that there is a shared bathroom on the main floor which can be used by M.S. I find that the text message between the parties reconfirms that this is a shared living situation.

Accordingly, pursuant to section 4(c) of the *Act*, I find the *Act* does not apply to agreement between the parties. The Applications are therefore dismissed in their entirety for lack of jurisdiction.

### Conclusion

I decline to proceed due to a lack of jurisdiction, and the Applications are dismissed without leave to reapply. The Applicants should seek legal advice from their lawyer as to how to resolve 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: May 30, 2023

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Residential Tenancy Branch