



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Municipal Affairs

DECISION

Dispute Codes CNR, LRE, OLC; OPR-DR, MNR-DR, FFL

Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution under the Residential Tenancy Act (the Act) for:

- cancellation of the Landlord's 10 Day Notice to End Tenancy for Unpaid Rent (10 Day Notice) under sections 46 and 55 of the Act
- an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act
- an order restricting the Landlord's right to enter pursuant to section 29 of the Act

This hearing also dealt with an application by the Landlord under the Residential Tenancy Act (the Act) for the following:

- A monetary order for unpaid rent and for compensation for damage or loss under the Act, Residential Tenancy Regulation ("Regulation") or tenancy agreement pursuant to section 67 of the Act;
- An order for possession under a 10-Day Notice to End Tenancy for Unpaid Rent ("Ten-Day Notice") pursuant to sections 46 and 55;
- Authorization to recover the filing fee for this application pursuant to section 72.

The parties attended.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package) and Evidence

I find that each party served the other in compliance with the Act. No issues of service were raised.

Preliminary Matters – Jurisdiction

At the outset, the Tenant objected to the jurisdiction of the RTB to hear these matters pursuant to section 4(c).

Tenant's Position

The Tenant argued that the Residential Tenancy Branch does not have jurisdiction to determine the validity of the 10-Day Notice issued by the Landlord as the parties share a kitchen and bathroom. He described the history of the parties' relationship and their current living arrangements. The Tenant testified that the parties were married in 2009 but are now separated, although they continue to reside in the rental unit.

The Tenant stated that the arrangement is not a typical landlord-tenant relationship. He asserted that he has been supporting the Landlord financially and personally, including paying for food, dog care, and property taxes. He testified that the Landlord frequently enters the unit without notice and has been living there since August 2025, sharing the kitchen and bathroom. The Landlord has a key, comes and goes at will, and keeps clothing and personal items in the unit. The Landlord also owns another condominium but spends limited time there, claiming environmental concerns.

The Tenant emphasized that he pays \$1,500.00 per month by e-transfer, which he views as a contribution toward household expenses rather than formal rent. He seeks cancellation of the 10-Day Notice, arguing that the RTB lacks jurisdiction because the Landlord resides in the unit and shares living space with him.

Landlord's Position

The Landlord stated that there is an oral tenancy agreement dating back to June 2017, with rent initially set at \$1,300.00 per month and later increased to \$1,500.00 per month. He claims the Tenant is in significant arrears, alleging unpaid rent totaling approximately \$154,000.00. The Landlord issued a 10-Day Notice on November 21, 2025, and seeks payment of arrears and an Order of Possession.

The Landlord testified that the Tenant agreed to vacate in 2024 but failed to do so. He contends that the Tenant has been paying far below market rent, which he asserts should be \$2,600.00 per month, and therefore owes substantial amounts. The Landlord confirmed that he has been living in the unit since August 2025, sharing the kitchen and bathroom. He stated that he has a key to the unit, enters when he wants to, and keeps clothing and other personal items there.

The Landlord seeks eviction to regain peaceful enjoyment of the property and claims the Tenant has caused both personal and financial harm.

Analysis

Under section 4(c) of the Residential Tenancy 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 evidence establishes that the Landlord owns the rental unit and has been residing there since August 2025, sleeping there most nights and using the kitchen and bathroom. Both parties confirmed that they share these facilities.

On this basis, the living arrangement falls squarely within the exclusion set out in section 4(c). Accordingly, the RTB does not have jurisdiction to adjudicate this dispute. I am unable to make any orders regarding the 10-Day Notice or other claims advanced by the parties.

Even if jurisdiction existed, the Landlord's claim for \$154,000.00 far exceeds the RTB's monetary limit of \$35,000.

Conclusion

These applications are dismissed without leave to reapply for lack of 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: December 30, 2025

Residential Tenancy Branch