

DECISION

Introduction

This cross-application hearing dealt with the Landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act
- authorization to retain all or a portion of the Tenant's security deposit in partial satisfaction of the Monetary Order requested under section 38 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

This cross-application hearing also dealt with the Tenant's Application for Dispute Resolution under the Act for:

- recovery of the security deposit under section 38 of the Act

Preliminary Issue

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

Both parties agree that the Tenant rented a room in the rental property and that the rental property had 5 bedrooms. The Landlord testified that he rents rooms out to different tenants and that he keeps one of the 5 bedrooms for his own personal use. The Landlord testified that he stays in that bedroom every 2-3 weeks and that this has been his practice for the last 4 years. The Tenant testified that she vaguely recalls the Landlord using his room during the tenancy. The Landlord listed the rental property as his address for service in this application for dispute resolution.

The Landlord testified that when he stays at the rental property, he also brings a travel trailer and uses the kitchen and bathroom in the travel trailer rather than in the rental property.

Based on the testimony of both parties, I find that the Landlord resided at the rental property during the tenancy. The fact that the Landlord did not stay there full time does not remove him from being an occupant of the property.

I find that the Landlord kept one bedroom at the rental property for his own personal use and rented out the remaining bedrooms independently. As the owner who resided at the property, the Landlord retained the right to use the common areas of the home, including the kitchen. I find that the Landlord and the Tenant shared kitchen facilities within the rental property, regardless of how frequently the Landlord chose to use them. The Landlord's choice to use the kitchen and bathroom in his travel trailer does not negate his residence at the rental property or that the kitchen was shared.

I find that this was a shared living arrangement within the owner's property. The rental arrangement falls within the exclusion set out in section 4(c) of the Act. I find that I do not have jurisdiction under section 4(c) of the Act to hear this dispute.

Conclusion

I find that I do not have jurisdiction to hear this application under section 4(c) of the Act.

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: February 10, 2026

Residential Tenancy Branch