



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR LRE MNDCT O FF MNR

### Introduction

Pursuant to section 58 of the *Residential Tenancy Act* (the *Act*), I was designated to hear this matter. This hearing dealt with applications from both parties:

The landlords applied for:

- a monetary order for unpaid rent pursuant to section 67; and
- a return of the filing fee pursuant to section 72 of the *Act*.

The tenant applied for:

- cancellation of the landlord's notice to end tenancy pursuant to section 46;
- an order suspending or setting conditions on the landlord's right to enter the rental unit pursuant to section 70 of the *Act*;
- a monetary order for loss under the *Act* pursuant to section 67; and
- other unspecified relief.

Both the landlords and the tenants appeared at the hearing. The landlords were assisted at the hearing by M.Q., who acted as their translator. Both the landlords and the tenants were given a full opportunity to be heard, to present testimony, to make submissions and to call witnesses.

Both parties confirmed receipt of each other's applications for dispute resolution by way of Canada Post Registered Mail. Pursuant to section 89 of the *Act*, I find that both parties were duly served with copies of each other's applications for dispute.

### Issue(s) to be Decided

Is either party entitled to a monetary award?

Should conditions be set on the landlord's right to enter the rental unit?

Can the tenant cancel the landlord's notice to end tenancy?

Is the landlord entitled to a return of the filing fee?

### Background and Evidence

The tenant explained that he moved into the main floor of the home on December 4, 2016 and moved out on September 1, 2017. Rent was \$600.00 per month and a security deposit of \$300.00 collected at the outset of the tenancy was returned to him by the landlords' upon his move out.

During the course of the hearing it was explained by the landlords' translator, M.Q. that the home was shared between themselves and the tenant. The tenant confirmed that he rented a bedroom from the owners in the home, and that the he and the owners shared the use of the kitchen.

Following these remarks, I paused the hearing to consult the *Act*.

### Analysis

After hearing the testimony of both the landlords and the tenant, I find that I have no standing to hear or rule on this matter.

Section 4 of the *Act* notes;

**4** This Act does not apply to

(c) living accommodation in which the tenant shares bathroom or kitchen facilities with the owner of that accommodation,

Both the landlord and the tenant stated that this accommodation consisted of a room in a home that was also occupied by the owners. The owners' translator explained that on occasion the owners would use the kitchen and bathroom facilities and that the rental consisted of a room in the home only. The tenant confirmed that he rented a only room and not a separate suite from the owners and that the parties shared use of the kitchen facilities.

I find that the *Act* does not apply to this matter and I have no jurisdiction to make a decision on this matter because the evidence presented shows that the tenant shares bathroom and kitchen facilities with the owners of the accommodation.

Conclusion

I decline to rule on this matter as I have no jurisdiction to consider this application.

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: October 23, 2017

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Residential Tenancy Branch