



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD

### Introduction and Preliminary Matters

The Applicant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) requesting to obtain a Monetary Order for the return of their Security Deposit. The matter was set for a participatory hearing via conference call.

The Applicant and Respondent attended the hearing and provided testimony regarding the service of documents and the tenancy. I did not explain the process of the hearing or affirm them as there was the preliminary matter of jurisdiction that required determination before proceeding with the hearing.

The Applicant and Respondent agreed that the Application for Dispute Resolution and the Applicant’s evidence was received by the Respondent in October of 2017. I find that the service of these documents was completed in accordance with the Act.

The Applicant and Respondent agreed that in February 2017, they entered into a verbal agreement for the Applicant to move into the rental unit that offered a shared bathroom and kitchen with the Respondent. They agreed the rent was \$800.00 a month and that the Applicant paid \$400.00 as a security deposit. The Respondent stated that she provided the Applicant a page of “House Rules for Shared Accommodations”; however, the Applicant denied receiving this information and stated that there was never a written tenancy agreement.

The Applicant stated that he didn’t use the shared kitchen and rarely used the shared bathroom for showering. The Respondent stated that the Applicant had done dishes in the shared kitchen and had used the shared bathroom on several occasions.

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

I accept the testimony of both parties that the Applicant did not have a shower in his rental unit and that the Applicant had used the Respondent's bathroom for this purpose on several occasions.

Based on the evidence before me, I find that the tenancy relationship between the Applicant and the Respondent is not governed by the Residential Tenancy Act.

As Arbitrator, delegated by the Director, I find that I do not have the statutory authority or jurisdiction under the Act to hear and determine this dispute.

### Conclusion

The hearing did not proceed and no determination is to be made as it was established that this tenancy relationship is excluded pursuant to Section 4(c) of the Act and is not governed by the *Residential Tenancy 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 *Residential Tenancy Act*.

Dated: May 08, 2018

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Residential Tenancy Branch