



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNR, CNC, LRE, LAT

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent or Utilities, dated June 5, 2019 ("1 Month Notice"), pursuant to section 46;
- cancellation of the landlord's 1 Month Notice to End Tenancy for Cause, dated June 24, 2019 ("1 Month Notice"), pursuant to section 47;
- an order restricting the landlord's right to enter the rental unit, pursuant to section 70; and
- authorization to change the locks to the rental unit, pursuant to section 70.

The tenant did not attend this hearing, which lasted approximately 12 minutes. The landlord attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application.

Pursuant to section 64(3)(c) of the *Act*, I amend the tenant's application to correct the spelling of the landlord's first name. The landlord consented to this amendment during the hearing. I find no prejudice to the tenant in making this amendment.

Preliminary Issue – Jurisdiction to hear Matter

The landlord confirmed that he is the owner of the rental unit. He stated that he shared the kitchen and bathroom with the tenant, during this tenancy. He claimed that the tenant moved out on August 2, 2019 and he did not require an order of possession against the tenant.

Section 4(c) of the *Act*, outlines a tenancy in which the *Act* does not apply:

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...

The landlord provided undisputed evidence that he owns the rental unit and shared the same kitchen and bathroom with the tenant during this tenancy.

The *Act* specifically excludes the owner of a rental unit who shares a kitchen and bathroom with the tenant. Accordingly, I find that I am without jurisdiction to consider the tenant's application because it is excluded by section 4(c) of the *Act*.

For the above reasons, I find that this is not a matter within the jurisdiction of the RTB. Accordingly, I decline jurisdiction over the tenant's application.

Conclusion

I decline jurisdiction over the tenant's application. I make no determination on the merits of the tenant's application. Nothing in my decision prevents either party from advancing their claims before a Court of competent 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: August 20, 2019

Residential Tenancy Branch