



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

MNSD, FFT

### **Introduction:**

This hearing was convened in response to an Application for Dispute Resolution filed by the Tenant in which the Tenant applied for the return of the security deposit and to recover the fee for filing this Application for Dispute Resolution.

The Tenant stated that on April 20, 2020 the Dispute Resolution Package and evidence the Tenant submitted to the Residential Tenancy Branch on April 18, 2020 and April 19, 2020 was sent to the Landlord, via email. The Landlord acknowledged receiving these documents and the evidence was accepted as evidence for these proceedings.

The Tenant stated that evidence the Tenant submitted to the Residential Tenancy Branch on April 27, 2020 was sent to the Landlord, via email. The Landlord acknowledged receiving this evidence and it was accepted as evidence for these proceedings.

The Landlord stated that evidence the Landlord submitted to the Residential Tenancy Branch on April 20, 2020 was sent to the Tenant, via email. The Tenant acknowledged receiving this evidence and it was accepted as evidence for these proceedings.

The parties were given the opportunity to present relevant submissions regarding jurisdiction. Each party affirmed that they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

### **Issue(s) to be Decided:**

Is the Tenant entitled to the return of security deposit?

### Background and Evidence

The Tenant and the Landlord agree that:

- The Tenant moved into the rental unit on February 01, 2020;
- The Landlord owns and lives in the rental unit; and
- The Tenant and the Landlord shared the kitchen in the unit during the tenancy.

### Analysis

Before considering the merits of the Application for Dispute Resolution, I must determine whether this Application for Dispute Resolution has jurisdiction under the *Residential Tenancy Act (Act)*. The legislation does not confer authority to consider disputes between all types of relationships between parties.

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

On the basis of the undisputed evidence, I find that the Tenant lived in the rental unit with the Landlord; that the Landlord is the owner of the property; and that the two parties shared the kitchen. I therefore find that the *Act* does not apply to this living and that I do not have jurisdiction over these living arrangements.

### Conclusion

The *Act* does not apply to this living arrangement; I do not have jurisdiction in this matter; and I dismiss the Application for Dispute Resolution.

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 28, 2020

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Residential Tenancy Branch