



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT, FFT

Introduction

This hearing was convened in response to an application for dispute resolution pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for compensation - Section 67; and
2. An Order to recover the filing fee for this application - Section 72.

The Parties were each given full opportunity under oath to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Does the Act apply to the dispute?

Background and Evidence

The following are undisputed facts: On July 1, 2020 the Applicant moved into a separate room in a home occupied by the respondent. The Applicant and Respondent agreed that the Applicant would pay the respondent \$600.00 for monthly rent payable on the first day of each month. The Applicant paid rent for July 2020 and gave the Respondent a security deposit of \$300.00. The Parties shared a kitchen. The Applicant moved out of the room on July 12, 2020 and moved its belongings out by July 15, 2020. The Respondent returned the security deposit to the Applicant.

The Applicant states that the Respondent is the owner of the home and informed the applicant many times of this fact. The Respondent states that it is not the owner but does rent the house from the owner and does not act on behalf of the owner.

Analysis

Section 4(c) of the Act provides that the Act does not apply to living accommodation in which the tenant shares bathroom or kitchen facilities with the owner of that accommodation. Section 1 of the Act defines a landlord, inter alia, as the owner or a person, other than a tenant occupying the rental unit, who is entitled to possession of the rental unit, and exercises any of the rights of a landlord under a tenancy agreement or this Act in relation to the rental unit.

It is undisputed that the Applicant shared the kitchen with the Respondent. If the Respondent is the owner of the home containing the rented room, then the Act would not apply to the dispute as the Parties shared the kitchen. If the Respondent is a tenant of the home, then the Respondent is not a landlord under the Act and the Act would not apply. Nonetheless, on the Applicant's evidence alone that it rented the room from and shared the kitchen with the Respondent as owner, I find that Act does not apply to the dispute. I therefore dismiss the application for dispute resolution.

Conclusion

The application is dismissed.

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: November 12, 2020

Residential Tenancy Branch