DECISION

Dispute Codes MNR, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Applicant for a monetary order for unpaid rent.

Both parties appeared, gave testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions at the hearing

Preliminary issue

The first issue that I must decide is whether the Act has jurisdiction over the parties in order to proceed with the application.

The tenancy began on December 2010. Rent in the amount of $580.00 was payable on the first of each month.

The applicant submitted that she is a tenant with a tenancy agreement with the owner of the property. The applicant states that she lives in the rental unit and rented a bedroom to the respondent to help pay the rent.

The applicant states that the respondent does not have any obligation to the owner /landlord as she is not a co-tenant on the tenancy agreement.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

"Landlord", in relation to a rental unit, includes any of the following:

(a) the owner of the rental unit, the owner's agent or another person who, on behalf of the landlord,

(i) permits occupation of the rental unit under a tenancy agreement, or

(ii) exercises powers and performs duties under this Act, the tenancy agreement or a service agreement;

(b) the heirs, assigns, personal representatives and successors in title to a person referred to in paragraph (a);

c) a person, other than a tenant occupying the rental unit, who

(i) is entitled to possession of the rental unit, and

(ii) exercises any of the rights of a respondent under a tenancy agreement or this Act in relation to the rental unit;

(d) a former landlord, when the context requires this;

The evidence of the applicant was she pays rent to the owner/landlord under a tenancy agreement. The evidence of the applicant was that she is a tenant who occupies the rental unit, and rented a room to help pay the rent. Therefore, I find the applicant is a tenant and not a landlord as defined by the Act.

Section 13 of the Residential Tenancy Policy Guidelines states:

> Where a tenant allows a person who is not a tenant to move into the premises and share rent, the new occupant has no rights or obligations under the tenancy agreement, unless all parties agree to enter into a tenancy agreement to include the new occupant as a tenant.

In this case, the tenant allowed another person to move into the premises and share rent, under an agreement. Therefore, I find the respondent is an occupant as defined under the guideline and not a tenant and has no rights or obligation under the tenancy agreement or the Act.

As this is a dispute between a tenant and an occupant and not a dispute between a landlord and tenant. I find that there is no jurisdiction for the applicant to proceed with their application and I dismiss the application without leave to reapply for lack of jurisdiction.

Conclusion

The applicant’s application is dismissed for lack of 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: June 14, 2013

Residential Tenancy Branch