



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPR; MNR; MNSD; MNDC; FF

Introduction

The Applicants seek an Order of Possession and Monetary Order for unpaid rent; to retain the security deposit; and to recover the cost of the filing fee from the Respondent.

The parties gave affirmed testimony at the Hearing.

Preliminary Matter: Does the Residential Tenancy Act have jurisdiction?

At the outset of the Hearing, the Respondent stated that she has moved out of the residence. She declined to give a forwarding address.

The residence is a 9 bedroom house. The Applicants testified that the Respondent rented a room from the Applicants, who shared the residence with the Respondent, but are not the owners of the residence. They stated that they were renting the residence from someone else and were not acting as agents of their Landlord.

Monthly rent fluctuates. For example, rent for February, 2014, was \$335.00, and rent for April, 2014, was \$280.00.

Analysis

The dispute resolution process considers applications between tenants and landlords as they relate to tenancy agreements and rights, obligations and prohibitions under the *Residential Tenancy Act* (the "Act").

Section 1 of the Act defines "tenancy agreement" as follows:

"tenancy agreement" means an agreement, whether written or oral, express or implied, between a **landlord and a tenant** respecting possession of a rental unit, use of common areas and services and facilities, and includes a licence to occupy a rental unit;

(emphasis added)

Section 1 of the Act defines "landlord" 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 landlord under a tenancy agreement or this Act in relation to the rental unit;
- (d) a former landlord, when the context requires this;

(emphasis added)

Based on the testimony of the Applicants, I find that the Applicants are tenants occupying the residence. I also find that the Applicants did not permit the Respondent to occupy the residence on behalf of their Landlord. Therefore, the Applicants are not the Respondent's "landlords" as defined by the Act. I find that Respondent was an occupant only. Occupants have no rights or obligations under the Residential Tenancy Act.

Therefore, I find that there was no tenancy agreement between the parties as defined by the Act and I decline jurisdiction.

Conclusion

I decline jurisdiction in this matter as I find that the Respondent was an occupant and that no tenancy agreement existed between the parties as defined by the 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 30, 2014

Residential Tenancy Branch

