



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      O

### Introduction

The applicant brought this application seeking “other” as his relief and stating that the “tenant’s threatened my life and safety.” Only the applicant attended the hearing.

### Issue(s) to be Decided

Is the applicant entitled to any relief?

### Background and Evidence

Upon hearing the applicant’s testimony and review of Canada Post’s web site I find that the respondents have been served with the application for dispute resolution.

The applicant testified that he rents the house from his landlord and then he “finds room mates.” The respondents are room mates who moved in on or about January or February 2014. The respondents pay “rent” directly to the applicant and not the landlord. The applicant testified that the respondents are harassing him, not paying their bills and generally making his life miserable. They scream at him and constantly call the police Both the police and the landlord have advised the applicant that they will not do anything for him and that he should seek redress from the Residential Tenancy Branch. The applicant would like to evict them.

### Analysis

Section 1 of the Act states:

**"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;

"tenancy" means a **tenant's right to possession of a rental unit under a tenancy agreement**;

"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;

Pursuant to the aforementioned sections of the Act, I find that the applicant is not a person who on behalf of the landlord who created a tenancy. The applicant is a tenant who does not have a reversionary interest in the land or rental unit and therefore cannot create any contractual relationship directly with the landlord. It is only the lawful landlord or someone acting under his authority that has that ability. The tenant has permitted the respondents to remain in the unit as occupants without the landlord's prior knowledge or consent. They do not have any contractual relationship with the landlord. As the Residential Tenancy Act has no jurisdiction over such a relationship accordingly I find that I cannot grant the applicant any relief. Perhaps the rightful landlord or the police can assist the applicant when he shows them this decision.

### Conclusion

I have dismissed the application herein. There will not be any recovery of the filing fee.

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 13, 2014

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Residential Tenancy Branch

