



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNSD

### Introduction

This hearing dealt with an Application for Dispute Resolution with the applicant seeking monetary order.

The hearing was conducted via teleconference and was attended by the applicant and the respondent.

At the outset of the hearing the applicant indicated that he was not sure if he was technically a landlord in these circumstances. He indicated that he had rented the residential property from the owner of the property and that he rented out rooms to roommates.

Section 1 of the *Residential Tenancy Act (Act)* defines a landlord, in relation to a rental unit, as any of the following:

- The owner of the rental unit, the owner's agent or another person who, on behalf of the landlord
  - Permits occupation of the rental unit under a tenancy agreement or
  - Exercises powers and performs duties under the *Act* or the tenancy agreement;
- The heirs, assigns, personal representatives and successors in title to a person referred to above;
- 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 the *Act* in relation to the rental unit.

Based on the verbal testimony of applicant I find that the applicant was a tenant occupying the rental unit who was entitled to possession of the rental unit. As such, I find the applicant does not fall within the definition of a landlord under Section 1 of the *Act*. Further, I find the parties cannot therefore be in a tenancy relationship under the *Act*.

Issue(s) to be Decided

The issues to be decided are whether the applicant is entitled to a monetary order for unpaid rent; for all or part of the security deposit and to recover the filing fee from the respondent for the cost of the Application for Dispute Resolution, pursuant to Sections 67, and 72 of the *Act*.

### Conclusion

Based on my findings above, I decline to accept jurisdiction in the matter raised in this Application for Dispute Resolution. I note the parties remain at liberty to pursue this matter through a court of competent 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 20, 2017

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Residential Tenancy Branch