



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC ERP MNSD FF

Introduction

This hearing was convened pursuant to an Application for Dispute Resolution, made on March 3, 2018 (the “Application”). The Applicant sought the following relief, pursuant to the *Residential Tenancy Act* (the “Act”):

- a monetary order for money owed or compensation for damage or loss;
- an order granting compensation for the cost of emergency repairs made during the tenancy;
- an order that the Landlord return all or part of the security deposit and/or pet damage deposit; and
- an order granting recovery of the filing fee.

The Applicant and the Respondent attended the hearing at the appointed date and time, and provided affirmed testimony.

The Applicant testified that the Respondent with the Application package by registered mail on March 9, 2018. A Canada Post registered mail receipt was submitted in support. Pursuant to section 89 and 90 of the *Act*, documents served in this manner are deemed to be received 5 days later. I find the Application package is deemed to have been received by the Respondent on March 14, 2018.

The Respondent testified that the documentary evidence submitted to the Residential Tenancy Branch was not served on the Applicant. Accordingly, it has not been considered in this Decision.

The parties were given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary Issue – Jurisdiction

The parties agreed with respect to the terms of the arrangement between them. The Respondent confirmed she rented the unit from her landlord for \$900.00 per month, plus utilities. The Applicant rented a room in the Respondent's unit for \$600.00 per month.

Section 1 of the *Act* defines a 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.*

[Reproduced as written.]

Further, Policy Guideline #13 states that where a tenant allows a person who is not a tenant to move into the premises and share the 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.

The Respondent in this matter does not meet the definition of a landlord. She was not the agent of the landlord and did not have the authority to exercise all of the powers or perform the duties of a landlord under the *Act*. In addition, the Respondent does not meet the definition of a landlord because she is a tenant who was occupying the rental unit. Further, there was insufficient evidence before me that the Applicant and Respondent entered into a new tenancy agreement with the landlord. Accordingly, I find the Applicant was not a tenant of the Respondent. rather, she was a roommate.

Based on the above, I find I do not have jurisdiction to hear this Application.

Conclusion

The 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: September 27, 2018

Residential Tenancy Branch