



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes     FFT, MNSD, MNDCT

This hearing dealt with the applicant's ("MC") application pursuant to the *Residential Tenancy Act* (the "RTA") for:

- a monetary order for compensation for damage or loss under the RTA, regulation or tenancy agreement in the amount of \$2,809.39 pursuant to section 67; an
- authorization to recover the filing fee for this application from the respondent pursuant to section 72.

Both parties attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

### Preliminary Issue – Jurisdiction

At the outset of the hearing, the respondent ("GL") testified that he was a roommate of the MC, and not the landlord. GL testified, and MC confirmed, that MC rented a bedroom in a townhouse from GL (over which MC had exclusive possession), and he and MC shared the common areas of the rental unit, including the kitchen and two bathrooms. GL had exclusive possession over some portions of the townhouse.

Residential Tenancy Branch Policy Guideline 27 states:

### **DISPUTES BETWEEN TENANTS AND ROOMMATES**

The RTA gives the director authority to resolve disputes between landlords and tenants. However, a tenant who is entitled to possession of a rental unit and is occupying that rental unit is excluded by definition from being a landlord in the RTA. That means the director has no jurisdiction to resolve disputes between co-tenants, tenants in common, or roommates.

For example, if Tenant A enters into a tenancy agreement to rent a 2 bedroom rental unit from their landlord and then rents the second bedroom out to Tenant B, the RTA would not apply to a dispute between those tenants even if Tenant B has exclusive possession of the second bedroom. Under the tenancy agreement between Tenant A and the landlord, Tenant A is entitled to possession of the 2 bedroom rental unit. Since Tenant A is still occupying that rental unit, Tenant A is excluded by definition from being a landlord under the RTA. The director will decline jurisdiction to resolve these types of disputes.

As such, I find that the Act does not apply to the dispute between MC and GL. Accordingly, I dismiss MC's application, without leave to reapply. The parties will have to look to another forum to resolve their dispute.

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: December 7, 2020

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Residential Tenancy Branch