



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC FF

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. The participatory hearing was held, by teleconference, on January 21, 2021. The Tenant applied for monetary compensation, pursuant to the *Residential Tenancy Act* (the "Act").

The Tenant attended the hearing. However, the Landlord did not. The Tenant provided registered mail tracking information to show that she mailed her Notice of Hearing and all evidence to the Landlord on October 7, 2020. Proof of mailing was provided. The Tenant stated she mailed it to the where the Landlord resides. Pursuant to section 89 and 90 of the Act, I find the Landlord is deemed to have received the Notice of Hearing and evidence 5 days after it was mailed, on October 12, 2020.

Preliminary Issue – Jurisdiction

The applicant identified herself as the Tenant in this matter. The applicant stated that she signed a tenancy agreement to rent the second bedroom in this rental unit, and that the "Landlord" (named as the respondent) lived in the other bedroom, but she was not the owner of the rental unit. The applicant stated that the "Landlord" (respondent) as listed on this application rents out this entire apartment from the Landlord/owner. Subsequently, the applicant rented the extra room, as a roommate, and began to have issues with the person who is named as the "Landlord" on this application. The applicant is seeking compensation for how she was treated before she had to move out, suddenly.

I have considered the situation presented here, and I turn to the following portion of the *Residential Tenancy Act*, which 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.*

It appears the person named as the "Landlord" on this application (the respondent), is a Tenant herself, and has rented the whole 2 bedroom apartment under a separate tenancy agreement with the owner/Landlord, and has subsequently obtained the "Tenant" on this application, as a roommate to help pay for her rent.

Residential Tenancy Policy Guideline 13 states that where a tenant allows another person to move into the premises and share the rent, the new occupant has no rights or obligations under the tenancy agreement, unless all parties (including the original Landlord/owner) agree to enter into a tenancy agreement to include the new occupant as a tenant.

The applicant in this matter does not meet the definition of a Tenant, and it appears she is a roommate/occupant, rather than a formal tenant, with a tenancy agreement with the Landlord. Further, I note the respondent in this application is not a Landlord. It does not appear she owns the rental unit, or that she is an agent of the landlord/owner. The respondent is not a Landlord of the applicant; rather, she is a roommate.

Although the person named as the respondent on this application may be a tenant, with a valid tenancy agreement, it appears that agreement is with the actual Landlord/owner. This does not make her a Landlord when she rents out her extra bedroom to another occupant/roommate. Given she remained in the rental unit while she rented out the second bedroom, I find this is not a sublease, nor is it a tenancy agreement. I find the

named parties on this application are roommates, and there is no tenancy, and no Landlord/Tenant relationship

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

Conclusion

I decline jurisdiction to hear this matter.

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: January 21, 2021

Residential Tenancy Branch