



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes ET

Introduction

This hearing was scheduled to deal with an application for an early end to tenancy and an Order of Possession. The respondent did not appear at the hearing. The applicant testified that the hearing documents were served upon the respondent by leaving them in the respondent's room.

I noted that the applicant and respondent had the same address on the Application for Dispute Resolution. The applicant explained that he is the sole tenant of the residential property under a tenancy agreement with the landlord and that he shares the accommodation and the associated costs with several other persons, including the respondent.

Issue(s) to be Decided

Does the *Residential Tenancy Act* (the Act) apply to this living situation and do I have jurisdiction to resolve this dispute?

Background

The applicant testified that he was not given authority by the landlord to act as an agent for the landlord or act on behalf of the landlord with respect to the residential property. The applicant testified that the persons sharing the accommodation with him pay a share of the rent he pays to the landlord and the utility costs. There is no written tenancy agreement between him and the other occupants. The applicant confirmed that if his rent increases then the amount payable by the other occupants would change accordingly. The applicant characterized this living situation as "shared accommodation" and that the fire code prevents the occupants from putting locks on the bedroom doors.

Analysis

The Act applies to tenancy agreements, rental units and residential property. These terms are all defined by the Act. A tenancy agreement is an agreement between a landlord and tenant respecting possession of a rental unit and use of common areas. In order to find a tenancy is in place I must be satisfied that the parties meet the definition of landlord and tenant. A landlord, as defined by the Act, includes the owner of the rental unit, the owner's agent, or another person who acts on behalf of the landlord to permit occupation of the rental unit under a tenancy agreement and exercises the powers and performs duties under the Act or tenancy agreement.

Based upon the evidence before me, I find the applicant does not meet the definition of a landlord. Thus, there is not a tenancy agreement in place between the applicant and respondent to which the Act applies.

In light of the above, it is my determination that the applicant and respondent do not have rights or obligations to each other under the *Residential Tenancy Act* and I do not have jurisdiction to resolve a dispute between the parties.

Conclusion

A tenancy agreement between the applicant and respondent to which the Act applies and I have declined jurisdiction to resolve this 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: February 10, 2011.

Residential Tenancy Branch