



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, OPR, OPB, MNR, MNDC, RR, RR

### Introduction

This hearing was convened in response to applications by the tenant and the landlord.

The tenant's application is seeking orders as follows:

1. Allow more time to make an application;
2. Cancel a notice to end tenancy for unpaid rent;
3. A monetary order for money owed or compensation;
4. Allow tenant to reduce rent for repairs; and
5. Recover filing fee from the landlord.

The landlord's application is seeking orders as follows:

1. An order for possession; and
2. A monetary order of unpaid rent.

Both parties appeared and were provided the opportunity to present their evidence and make submissions to me.

### Preliminary Issue

The first issue that I must decide is whether the Act has jurisdiction over the parties in order to proceed with their applications.

The landlord stated that he entered into a roommate's agreement on July 26, 2011.

The landlord was asked the following questions:

- Is he the owner of the rental unit?
- Is he 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 or performs duties under the Act?

The landlord stated that he does not own the rental unit or exercise any powers or duties under the Act. That he is a tenant and he signed a written tenancy agreement with the landlord about four and a half years ago.

I find that the landlord is a tenant (A) as defined in the Act. The tenant (A) stated that he entered into a written roommate agreement on July 26, 2011, and that he never entered into a new tenancy agreement with the landlord to have the roommate added as a tenant.

Tenant (B) stated that he has only signed the roommate agreement.

I accept the evidence that the parties entered into a written roommate agreement. There is no evidence that the parties entered into a new tenancy agreement with the landlord to add the new roommate as a tenant.

Roommates are considered occupants as defined in the Residential Tenancy Policy Guideline Manual, Section 13: Where a tenant allows a person who is not a tenant to move into the premises and share 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. I find that tenant (B) is an occupant as defined under the Guideline.

The parties did not enter into a new tenancy agreement with the landlord. I find that there is no jurisdiction for tenant (A) and tenant (B) to proceed with their applications. Therefore, both applications are dismissed without leave to re-apply.

### Conclusion

I order that both applications are dismissed without leave to re-apply due to the lack of jurisdiction under the Act.

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: November 16, 2011.

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Residential Tenancy Branch