



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RPP

Introduction

This hearing dealt with the tenant/applicant's Application for Dispute Resolution seeking an order requiring the landlord/respondent to return the tenant's personal property.

The hearing was conducted via teleconference and was attended by the applicant and respondent's husband. The husband explained that he is co-owner of the rental unit and that he did not know who the applicant was or why this application was filed.

Therefore, at the outset of the hearing the issue of jurisdiction under the Residential Tenancy Act (the "Act") was explored as to the determination of whether or not the applicant and respondent had entered into a residential tenancy agreement.

Issues(s) to be Decided

1. Does the *Residential Tenancy Act* apply to this dispute and do I have jurisdiction to resolve this dispute?
2. Has the applicant established an entitlement to an order requiring the respondent to return her personal property?

Background and Evidence

Upon query the applicant was asked if the respondent was her landlord and had she entered into a tenancy agreement with the landlord.

The tenant responded by saying "No;" however the tenant contended that her roommate was a tenant of the landlord.

Upon query, the applicant stated that she was entitled to the relief sought as she understood the respondent had instructed their tenant, her roommate, to retain the applicant's personal property.

The respondent stated that their tenant had vacated the rental unit and all belongings were removed, with the exception of some garbage.

The respondent reiterated that they had never had a tenancy agreement with the applicant and did not know she had moved into the rental unit.

Analysis

In order for the applicant to succeed in this application, the applicant must show that the *Residential Tenancy Act* applies. In order to find the Act applies, I must be satisfied that the parties entered into a tenancy and that the parties had a landlord and tenant relationship.

The applicant acknowledged that the respondent was not her landlord and that she had not entered into a landlord/tenant relationship with the listed landlord.

In light of the above, I decline to find jurisdiction to resolve this dispute. The parties are at liberty to seek the appropriate legal remedy to this dispute.

Conclusion

I do not find the *Residential Tenancy Act* applies to this dispute and I have declined 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: November 08, 2011.

Residential Tenancy Branch