



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR MNSD MNDC FF SS

### Introduction

This hearing dealt with an application for a monetary order and an order to retain the security deposit in partial compensation of the claim. Both the applicant and the respondent participated in the teleconference hearing.

### Preliminary Issue – Jurisdiction

The applicant identified herself as the landlord in this matter. In fact, the applicant is herself a tenant at the dispute address. The applicant stated that her landlord gave the applicant verbal consent to rent out rooms. The applicant confirmed that she is not acting as an agent of the landlord. The applicant lives with other people she has defined as subtenants. The applicant acknowledged that it made sense to define her relationship with the other occupants of the rental unit as a roommate situation.

The *Residential Tenancy Act* 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.

Residential Tenancy Policy Guideline 13 states that where a tenant allows a person who is not a tenant to move into the premises and share the 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.

The applicant in this matter does not meet the definition of a landlord, as she is not the agent of the landlord, and she does not have the authority to exercise all of the powers or perform the duties of a landlord under the Act. The respondent is not a tenant of the applicant; rather, he is another occupant, or a roommate. The applicant, the respondent and the landlord did not enter into a tenancy agreement to include the respondent as a tenant.

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: December 6, 2011.

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Residential Tenancy Branch