



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession for unpaid rent, a monetary order for unpaid rent and recovery of the filing fee. The applicant participated in the conference call hearing but the respondent did not. The applicant presented evidence that the respondent was served with the application for dispute resolution and notice of hearing by registered mail. I found that the respondent had been properly served with notice of the applicant's claim and the date and time of the hearing and the hearing proceeded in their absence.

Preliminary Issue

Before considering the merits of this Application for Dispute Resolution I must determine whether I have jurisdiction in this matter.

Background and Evidence

On January 17, 2012 the applicant served the respondent with a 10 Day Notice to End Tenancy for Unpaid Rent.

The applicant testified that she is the tenant of record and has a signed tenancy agreement with the landlord. The applicant stated that the person named as the tenant in this application is someone that she had move in to the rental unit help pay the rent. The applicant stated that there is no signed tenancy agreement with the respondent

Analysis

Section 2 of the *Residential Tenancy Act* states that the Act applies to all tenancy agreements, except those listed in section 4. This arrangement is not one of the tenancies listed in section 4.

"Tenancy agreement" is defined as an agreement between a landlord and a tenant respecting possession of a rental unit, use of common areas and services and facilities.

"Landlord" is defined as the owner, anyone acting on behalf of the owner, the estate or beneficiaries of the owner, or *"a person, other than a tenant occupying the rental unit, who is entitled to possession of the rental unit and exercises any of the rights of a landlord under a tenancy agreement or this Act in relation to the rental unit"*. (emphasis added)

The applicant in this case is *"a tenant occupying the rental unit"*. As such, she is not included in the definition of "landlord" and any agreement she makes with a roommate is specifically excluded from the operation of this Act.

Residential Tenancy Policy Guideline **13 Rights and Responsibilities of Co-Tenants** speaks to:

Occupants

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.

Based on the above I decline jurisdiction as this matter does not fall under the Act.

As the applicant has not been successful in their application the applicant is not entitled to recovery of the \$50.00 filing fee.

Conclusion

I hereby dismiss the Applicant's Application for Dispute Resolution, as the claim does not fall under the Act. The Applicant has the option of pursuing his claim through the Supreme Court of British Columbia.

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 13, 2012

Residential Tenancy Branch