



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, O

Introduction

Some written arguments have been submitted prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Note in the body of my decision the parties will be referred to by initials only.

Issue(s) to be Decided

This is a request for a monetary order for \$294.82.

Background and Evidence

The applicant testified that:

- He rented this unit from R.S., and the rent goes directly into the landlords account.
- He shares the unit with J.K., and they share the rent.
- On February 12, 2012 his roommate, J.K. asked for his keys and told him never to come back and therefore he handed over his keys and left.
- His landlord R.S. had told his roommate J.K. that he could kick him out at any time, and therefore he believes that his roommate was acting as the landlords agent.
- He is therefore requesting an order for return of his rent for the period of time that he was not in the rental unit for a total of \$294.82.

The respondent testified that:

- He has never acted as the landlord's agent he is only a roommate with the applicant and they share the rent.
- He did not kick the applicant out of the rental unit, he gave me his keys and left on his own.
- The landlord was not involved in any way and did not tell him he could kick the applicant out.

Analysis

Is my decision that the applicant has not shown that his roommate acted as an agent of the landlord, and therefore the landlord cannot be held liable for a dispute between roommates.

Further as far as the dispute between the two roommates is concerned, the Residential Tenancy Act has no jurisdiction over that matter and therefore if the applicant feels that he has suffered some losses as a result of his roommate's actions, he must pursue that claim through some other jurisdiction.

Conclusion

The claim against the respondent/landlord R.S. is dismissed in full without leave to reapply.

I declined jurisdiction over the claim against the respondent/ roommate S.J..

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: March 20, 2012.

Residential Tenancy Branch