



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes:

MNSD, MNDC, FF, O

### Introduction

The Applicant seeks return of a security deposit paid to the Respondent; for compensation for damage or loss under the Act, regulation tenancy agreement; and to recover the cost of the filing fee from the Respondent.

The parties gave affirmed testimony at the Hearing.

### Preliminary Matter

At the outset of the Hearing, the Applicant's agent testified that the Respondent's landlord was not aware that the Applicant was living in the rental unit, or that the Respondent had taken a security deposit from the Applicant. The Respondent agreed with the Applicant's agent and stated that her landlord was not aware of any agreement between her and the Applicant.

### Analysis

The dispute resolution process considers applications between tenants and landlords as they relate to tenancy agreements and rights, obligations and prohibitions under the *Residential Tenancy Act* (the "Act").

Section 1 of the Act defines "tenancy agreement" as follows:

**"tenancy agreement"** means an agreement, whether written or oral, express or implied, between a **landlord and a tenant** respecting possession of a rental unit, use of common areas and services and facilities, and includes a licence to occupy a rental unit;

(emphasis added)

Section 1 of the Act defines "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;

(emphasis added)

Based on the testimony of both parties, I find that the Respondent was not acting on behalf of her landlord and is therefore not the Applicant's "landlord" as defined by the Act.

Therefore, I find that there was no tenancy agreement between the parties as defined by the Act and I decline jurisdiction.

### **Conclusion**

I decline jurisdiction in this matter as I find that no tenancy agreement existed between the parties.

Dated: May 10, 2012.

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Residential Tenancy Branch