



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDC FF

### Introduction

This hearing dealt with an application by the tenant for dispute resolution under the *Residential Tenancy Act* (the “*Act*”) for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to recover the filing fee.

The landlord and tenant appeared at the teleconference hearing and gave affirmed testimony. During the hearing the parties were given the opportunity to provide their evidence orally. A summary of the testimony is provided below and includes only that which is relevant to the hearing.

The respondent landlord confirmed being served with the application of the tenant. I find the landlord was served in accordance with the *Act*.

### Preliminary and Procedural Matter

The tenant amended his monetary claim from \$407.68 to \$379.68 as the quote he received over the phone to replace a mattress and mattress cover, was lower than the written estimate submitted later as evidence for the hearing.

The respondent landlord raised the issue of jurisdiction during the hearing by stating that the monetary claim in this dispute is related to an occupant within the rental unit, and not of the tenant.

Section 77(3) of the *Act* provides that a decision or order of the Director is final and binding in respect of which the Director has exclusive jurisdiction. The respondent has raised the issue of jurisdiction and in order to further consider the tenant’s request for monetary compensation I must first be satisfied the *Act* applies and I, as a delegated authority of the Director, have exclusive jurisdiction to consider the request. Upon consideration of the submissions before me, I provide the following findings and reasons with respect to jurisdiction of the *Act* over the disputes before me.

### Evidence and Analysis

The tenant testified that he pays rent to the landlord and that that he has several other roommates who pay rent to him. In the tenant's claim and based on tenant's oral testimony, the tenant stated that his roommate suffered the loss of a mattress and mattress cover damaged by water. The tenant testified that his roommate advised him that water was allegedly seeping from a crack in the concrete floor of the roommate's basement bedroom.

Based on the above, I find this claim is a monetary claim submitted on behalf of an occupant. The *Act* does not provide for any rights or obligations for occupants. Based on the testimony of both parties, I find that the damage was suffered by an occupant and not the tenant.

**Therefore, I find I do not have jurisdiction to hear this dispute. The Act does not apply to the occupant and the tenant is not entitled to apply for dispute resolution on behalf of the occupant. I dismiss the application of the tenant without leave to reapply.**

### Conclusion

I do not have jurisdiction to resolve this dispute as the damage being claimed is that of an occupant and not the tenant.

I dismiss the application of the tenant without leave to reapply.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: July 3, 2012

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Residential Tenancy Branch