



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNDC; MNSD; RPP

Introduction

The Applicant has applied for a monetary order for double the security deposit paid to the Respondent; for compensation for damage or loss under the Act, regulation or tenancy agreement; and for an Order that the Respondent return her personal possessions.

The parties gave affirmed testimony at the Hearing.

The Respondent acknowledged receipt of the Notice of Hearing documents, but stated that she did not receive copies of the Applicant's documentary evidence. The Applicant stated that she did not provide the Respondent with copies of her documentary evidence because she thought the Residential Tenancy branch would serve the Respondent. I explained to the parties that each party is responsible for serving the other with copies of documents they wish to rely on during the Hearing and referred them both to the Notice of Dispute Resolution sheet and the information sheets provided. I also advised the parties that because the Respondent did not received copies of the Applicant's documentary evidence, I could not refer to them. I invited the Applicant to provide oral testimony with respect to the contents of the documents.

Preliminary Matter

- Does the Residential Tenancy Act have jurisdiction over this matter?

Background and Evidence

The Applicant rented a bedroom in an apartment (the "rental unit") from the Respondent for \$500.00 a month. She paid a security deposit to the Respondent in the amount of \$250.00. The parties shared a kitchen and bathroom facilities.

The Respondent testified that she does not own the rental unit and that she was not acting as her landlord's agent when she rented out the bedroom to the Applicant.

Analysis

The 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;

(emphasis added)

I find that the Respondent does not meet the definition of "landlord". She was not acting as her landlord's agent when she rented out the room to the Applicant.

The Dispute Resolution process decides issues between Landlords and Tenants. Therefore, having found that there is no such relationship between the parties, I decline jurisdiction over this matter. The parties may, or may not, have a claim but it cannot be decided in Dispute Resolution under the Residential Tenancy Act.

Conclusion

I decline jurisdiction in this matter as I find that the Respondent was not the Applicant's "landlord" as defined by the Act.

Dated: October 09, 2012.

Residential Tenancy Branch