



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OLC, MNDC

### Introduction

At the start of the conference call the Landlord/Property Manager and the Landlord/Tenant said the Applicant is not a tenant but a guest or occupant at the Landlord/Tenant's (J.H.) rental unit and as such an application by an occupant who is not a tenant is not valid. The Applicant (J.M.) said he entered a verbal tenancy agreement with the Landlord/Tenant (J.H.) on October 20, 2012. The Applicant said he did not pay a security deposit and he has not received any rent receipts for rent that he has paid. The Applicant (J.M.) said he has asked for rent receipts. The Landlord/Tenant (J.H.) said he made an agreement for the Applicant to be a guest at his rental unit. Landlord /Tenant J.H. said he did not sublet to the applicant. The Landlord/Property Manager (A.B.) said that the Landlord/Tenant (J.H.) did not have the right to sublet the unit without the Landlord/Property Manager's approval and therefore the Landlord/Property Manager (A.B.) does not recognize the applicant's claim that he is a tenant. The Landlord Property Manager (A.B.) said he has a tenancy agreement with his Landlord/Tenant (J.H.) and he provided a copy of the tenancy agreement in his evidence package. The Landlord/Property Manager (A.B.) continued to say he did not give authorization to Landlord/Tenant (J.H.) to sublet and he has not received rent payments from the Applicant (J.M.). The Landlord/ Property Manager (A.B.) and the Landlord/Tenant (J.H.) said the applicant is only a guest or an occupant of the rental unit.

The Applicant (J.M.) said that he made an agreement with the Landlord/Tenant (J.H.) to move into his rental unit and share the rent. The applicant provided a Witness (W.R.) who testified that he saw the Applicant and Landlord/Tenant (J.H.) make an agreement at the Witness's home in which the Applicant (J.M.) was to move in to the Landlord/Tenant's (J.H.) rental unit. The Applicant (J.M.) requested an adjournment to prepare his defense because he had been locked out of the rental unit so he did not have the information needed to prove his claims.

From the evidence and testimony given at the start of the conference call it is apparent that a tenancy agreement does exist between the Landlord/Property Manager (A.B.) and the Landlord/Tenant (J.H.) as shown by the tenancy agreement provided in the evidence. Clause #9 of that tenancy agreement states that written consent of the landlord is required to sublet the rental unit. There is no written agreement to sublet the rental unit nor is there any written agreement or written evidence that corroborate that a tenancy exists between the Applicant (J.M.) and the Landlords named on the application; therefore I find there is no tenancy agreement between the Landlord/Property Manager (A.B.), the Tenant/Landlord (J.H.) and the Applicant (J.M.). Further I find the Landlord/Tenant (J.H.) did not have the authority to sublet the rental unit; therefore any additional occupant in the rental unit would be considered to be a guest or an occupant not a tenant. Consequently the Applicant is considered to be **an occupant not a tenant.**

The Applicant (J.M.) has not established grounds to prove that he is a tenant and that a tenancy exists between himself and the Landlords named on his application. I believe the dispute is a personal dispute between J.H. and J.M. and it is not a tenancy dispute. Consequently, I dismiss the application without leave to reapply.

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 25, 2013

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Residential Tenancy Branch

