



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

LA's application: CNR, OLC, MNSD, RP, LRE, AAT, LAT, FF

DH's application: OPR, OPB, MNR, MNSD

Introduction

This Hearing was scheduled to hear cross applications. LA seeks to cancel a Notice to End Tenancy; Orders that the DH comply with the Act, make repairs to the property, allow him access to the unit, authorize LA to change the locks, and suspending or setting conditions on DH's right to enter the unit; return of the security deposit; and to recover the cost of the filing fee from DH.

DH seeks an Order of Possession; a Monetary Order for unpaid rent; and to retain the security deposit.

The parties gave affirmed testimony at the Hearing.

Preliminary Matter

At the outset of the Hearing, LA testified that DH was not acting as an agent of landlord. RH agreed that he was not the landlord's agent. He stated that he rented out a portion of his rental unit to DH and that he shared the rental unit with LA.

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 LH was not acting on behalf of his landlord when he invited LA to move into the rental unit. LH shares the rental unit with LA and therefore I find that LH is not a "landlord" as defined by the Act.

Therefore, I find that LA is an occupant only and I decline jurisdiction.

Conclusion

I decline jurisdiction in this matter.

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 04, 2013

Residential Tenancy Branch

