



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes DRI MNDC SS O

Introduction

This hearing dealt with an Application for Dispute Resolution by the Applicant to dispute an additional rent increase, for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, to serve documents or evidence in a different way than required by the *Act*, and “other” although details of “other” beyond what was requested in the application were not provided.

The applicant attended the hearing. As the respondent did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the “Notice”) was considered. The applicant affirmed that he served the respondent by personal service on two different dates. The Notice was served on January 8, 2013 to the respondent by leaving the documents in the respondent’s door at the rental unit, while a second package containing additional evidence was served on or about February 5, 2013 by leaving the package in the respondent’s door at the rental unit. I find the respondent was sufficiently served in accordance with the *Act* and as a result, I did not need to consider the applicants request to serve the documents in a different way.

Preliminary issue and Background

The first issue that I must decide is whether the *Act* has jurisdiction over the parties in order to proceed with the application.

The applicant stated that a verbal tenancy agreement began on January 1, 2013 when he provided \$400.00 cash for January 2013 rent to the respondent. The applicant submitted a rent receipt in the amount of \$400.00. The applicant stated that he was not required to pay a security deposit. The rental unit was a room in the rental unit which shared the kitchen, bathroom and dining room with the respondent.

The applicant stated that the respondent originally advised him that she was the “landlady”. The applicant stated that he later determined that she was a tenant, and that the owner of the property was a male, DH, who was renting the upper floor of the home to the respondent. The applicant did not provide evidence that the respondent had permission to sublet rooms as part of her tenancy agreement.

The applicant stated that on January 2, 2013, the day after he moved into the rental unit, the respondent started to scream at him and demanded an extra \$50.00 in rent. The applicant stated that he left the rental unit as he was worried that the respondent may harm him. The applicant later returned with the police while he removed his personal belongings from the rental unit. The applicant is seeking the return of the \$400.00 in rent he paid to the respondent for January 2013 rent.

Analysis

Based on the above, the documentary evidence and the undisputed testimony of the applicant, and on a balance of probabilities, I find 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 respondent 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 the respondent is a tenant and not a landlord, as defined by the *Act*. The applicant confirmed that although the respondent originally described herself as a “landlady”, he later determined that the respondent is actually a tenant of the owner of the property, DH.

The *Act* does not provide for jurisdiction to hear tenant versus tenant disputes. As this is a dispute between a tenant and another tenant, who is not a landlord under the *Act*, **I find** that there is no jurisdiction to hear this dispute. Therefore, **I dismiss** the application without leave to re-apply.

Conclusion

The applicant's application is dismissed due to lack of jurisdiction.

For the benefit of both parties, I am including a copy of *A Guide for Landlords and Tenants in British Columbia* with my Decision.

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: March 28, 2013

Residential Tenancy Branch

