



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with an Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the applicant.

The applicant provided documentary evidence to confirm the respondent was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on February 1, 2013 in accordance with Section 89. As per Section 90, the documents are deemed received by the respondent on the 5th day after it was mailed.

Based on the evidence of the applicant, I find that the respondent has been sufficiently served with the documents pursuant to the *Act*.

Issue(s) to be Decided

The issues to be decided are whether the applicant is to a monetary order for double the amount of the security deposit and to recover the filing fee from the respondent for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 67, and 72 of the *Act*.

Background and Evidence

The applicant testified that she had a rental agreement with the respondent. The applicant stated the respondent did not own the rental unit but had rented the unit from another landlord and that the respondent also lived in the rental unit.

Analysis

Section 1 of the *Act* defines a landlord as including 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 occupations 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.

Based on the testimony of the applicant I find that the respondent is a tenant occupying the rental unit and as such cannot be defined as a landlord as noted under part c) of the definition of landlord.

As the respondent is not a landlord I find that the *Act* does not apply to the relationship between these two parties.

Conclusion

Based on the above I decline jurisdiction in this matter and note that the applicant remains at liberty to seek remedy through a court of competent jurisdiction.

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: April 18, 2013

Residential Tenancy Branch