



# 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 by the Applicant for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and for the return of all or part of the security deposit.

The applicant a witness for 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 witness provided affirmed testimony that the Notice was served on the respondent by personal service on February 15, 2013 between 4:00 p.m. and 5:00 p.m. at the rental unit.

### 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 documentary evidence submitted by the applicant indicates that the applicant signed a "Sublet Agreement" with the tenant. The document reads in part that the Tenant (the named respondent in this matter) agrees to sublet the rental unit to the subtenant (the applicant in this matter) for a period of 57 nights. At the end of the Sublet Agreement, under the "landlord's name" portion of the Sublet Agreement it is written "Tenant is Owner".

The applicant is seeking the return of double her security deposit under the *Act*.

### Analysis

Based on the above, the testimony and evidence, 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 respondent may have indicated “Tenant is Owner” on the Sublet Agreement but there was no documentary evidence submitted which proves the respondent is the owner of the rental unit. The fact that there was a Sublet Agreement where the respondent calls himself a tenant, and then says the “tenant” is the owner supports that a tenant made an agreement to sublet the rental unit to another tenant.

The *Act* does not provide for jurisdiction to hear tenant versus tenant disputes. Based on the evidence provided by the applicant, **I find** this dispute is between two tenants. 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.

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: May 08, 2013

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Residential Tenancy Branch