



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC MNSD

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 or pet damage deposit.

The applicant, a witness for the applicant and an agent for the landlord (the “agent”) attended the hearing. The parties confirmed that they received the evidence from the other party and had the opportunity to review that evidence prior to the hearing. I find the parties were sufficiently served under the *Act*.

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 tenancy agreement submitted in evidence began on April 1, 2013. The applicant testified that she lived with a roommate, BB, for three weeks. The agent testified that the applicant is not a tenant and was an occupant of the tenant for a few weeks only.

The only party to provide a copy of the tenancy agreement was the agent. The tenancy agreement does not name the applicant. The tenancy agreement names BB as the only tenant.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find the following.

Section 13 of the Residential Tenancy Branch Policy Guidelines states:

Where a tenant allows a person who is not a tenant to move into the premises and share rent, the new occupant has no rights or obligations under the tenancy agreement, unless all parties agree to enter into a tenancy agreement to include the new occupant as a tenant.

In this case, the agent disputed that the occupant was ever a tenant and the applicant failed to provide any supporting evidence that she was more than an occupant. Based on the testimony of the applicant that she was a “roommate” of tenant BB, and the testimony of the agent that the applicant was not a tenant, **I find** that the applicant was an occupant and not a tenant. As the applicant has been found to be an occupant as defined under the policy guidelines and not a tenant, an occupant has no rights or obligations under the *Act*.

As this application was filed by an occupant and not a tenant, **I find** that I do not have jurisdiction to hear this dispute.

Conclusion

I find that I do not have jurisdiction to hear this dispute as the application was filed by an occupant and not a tenant.

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: July 25, 2013

Residential Tenancy Branch

