



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, MNDC

### Introduction

This is an application for a monetary order for the return of rent paid for the month of May 2013 in the amount of \$375.00, and for the return of a security deposit in the amount of \$50.00.

Some documentary evidence and written arguments have been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issue(s) to be Decided

The first issue I dealt with was whether or not a tenancy exists between the parties in this case.

### Background and Evidence

The respondent testified that the applicant was never a tenant of his; he rented to another person who took the applicant in as a roommate.

He therefore believes that he has been incorrectly named as the respondent in this matter as he is not the applicant's landlord.

The applicant testified that she did not sign a tenancy agreement with the respondent, however there were three of them in the rental unit all paying an equal amount of rent to the respondent.

### Analysis

It's my finding that the evidence does not support applicants claim that a tenancy existed between herself and the respondent.

The applicant has provided evidence that shows that the unit was rented to another person who then took the applicant in as a roommate.

The applicant has argued that 'because each of the three people in the rental unit paid one third of the rent' she is a tenant, however it's my finding that this is not the case. It is the actual tenant's responsibility to ensure that the rent is paid, and whether it's paid by one person or by three people is not relevant as long as the full amount is paid.

In this case the actual tenant had her roommates pay one third of the rent directly to her landlord, however in doing so this did not make her roommates tenants of the landlord, they were still just her roommates.

### Conclusion

It's my finding that no tenancy exists between these parties and I therefore dismiss this application with leave to file an application against the correct party.

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: August 20, 2013

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Residential Tenancy Branch

