



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, MNSD, OLC, RPP

Introduction

This hearing was convened by way of conference call in response to the an application brought by the tenant for a Monetary Order for the cost of emergency repairs; for a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulations or tenancy agreement; for a Monetary Order for the return of the security deposit; for an Order for the landlord to comply with the *Act*, regulations or tenancy agreement; and for the return of the tenants personal property.

The tenant, the landlord and the landlord's agent attended the conference call hearing, gave sworn testimony and were given the opportunity to cross examine each other on their evidence. The landlord provided documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing. All evidence and testimony of the parties has been reviewed and are considered in this decision.

Preliminary Issues

At the outset of the hearing the matter of jurisdiction was discussed. The landlord has provided a copy of the tenancy agreement which names two different tenants and has been signed by one of those tenants. This tenants name does not appear on the tenancy agreement. The landlord testifies that the tenant was not a tenant but rather this person SR moved into the unit a few months later and was an occupant of the tenants.

The tenant agrees he paid rent to the primary tenant named on the tenancy agreement but testifies that he was named on the tenancy agreement as he would not have been able to get his rent paid by Social Services without a tenancy agreement. The tenant has provided no evidence of a second tenancy agreement with his name on it.

Analysis

Co-tenants

A tenant is the person who has signed a tenancy agreement to rent residential premises. If there is no written agreement, the person who made an oral agreement to rent the premises and pay the rent is the tenant. Co-tenants are two or more tenants who rent the same property under the same tenancy agreement. Co-tenants are jointly responsible for meeting the terms of the tenancy agreement.

Occupants

Where a tenant allows a person who is not a tenant to move into the premises and share the 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.

With regard to the issue of Jurisdiction: The person making the claim has the burden of proof that there was a tenancy agreement in place between this tenant SR and the landlord. As the landlord contradicts the tenant SR's testimony and states this person SR was not named as a co-tenant on the tenancy agreement, the tenant SR would be required to provide some corroborating evidence to meet the burden of proof. Without any corroborating evidence from the tenant SR I find the tenant SR has not met that burden of proof. According to the landlords evidence presented this tenant SR was not named as a tenant on the tenancy agreement. I must therefore determine that the tenant SR was not a co-tenant but was an occupant and therefore I must decline jurisdiction in this matter as an occupant has no rights or obligations under the tenancy agreement.

Conclusion

As I have declined jurisdiction in this matter the tenant's application is dismissed without leave to reapply.

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 29, 2013

Residential Tenancy Branch

