



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing was scheduled to deal with a tenant's request for return of double the security deposit. The applicant appeared at the hearing; however, the respondent did not. I was provided evidence that the hearing documents and evidence were sent to the respondent via registered mail on July 11, 2013 and September 27, 2013 at the respondent's address of residence. Both registered mail packages were unclaimed by the respondent. I was satisfied the respondent had been served with notification of this proceeding in a manner that complies with the Act and I continued to hear from the applicant.

Preliminary Matter: Jurisdiction

The Act and my authority to resolve disputes is limited to tenancy agreements as defined by the Act. The Act defines tenancy agreement to mean:

“an agreement, whether written or oral, express or implied, between a landlord and a tenant respecting possession of a rental unit, use of common areas and services and facilities, and includes a licence to occupy a rental unit”.

[my emphasis added]

At issue is whether the respondent is a “landlord” as defined by the Act. Landlord is defined as:

- (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 landlord under a tenancy agreement or this Act in relation to the rental unit;

(d) a former landlord, when the context requires this;

The applicant in this case provided the following submissions:

- In exchange for \$400.00 per month and a \$200.00 “damage deposit” the applicant was provided exclusive use of a bedroom and shared access to the kitchen and bathroom from January 16, 2013 through April 30, 2013 by the respondent.
- The kitchen, bathroom, and other common areas of the apartment were shared with the respondent.
- The respondent does not own the property but is a tenant herself.
- Upon contacting the property owner the applicant learned that the owner was unaware that the respondent was renting out a room.
- The applicant referred to the owner as being the “landlord”.

Based upon the applicant’s submissions, I find I am not satisfied that the respondent was acting as an agent or on behalf of the owner, or otherwise meets the definition of landlord with respect to this rental unit. Therefore, I find this is not a landlord/tenant dispute to which the Act applies.

In light of the above, I decline to accept jurisdiction to resolve this dispute. The parties remain at liberty to resolve their dispute in the appropriate forum (Provincial Court: Small Claims).

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: October 09, 2013

Residential Tenancy Branch

