



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, FF, O

Introduction

This hearing was convened by way of conference call in response to an application 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 to recover the security deposit, other issues and to recover the filing fee from the landlord for the cost of this application.

The applicant and landlord attended the conference call hearing and gave sworn testimony. The applicant provided documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing. The landlord confirmed receipt of evidence. All evidence and testimony of the parties has been reviewed and are considered in this decision.

Preliminary Issues

The question was raised at the outset of this hearing as to whether or not a tenancy had been created. The landlord testifies that the tenancy is in place for this unit with the landlord's daughter and not the applicant. The landlord testifies that her insurance does not allow her to rent the unit to anyone other than a family member. The landlord testifies that her daughter felt sorry for the applicant as he needed somewhere to stay for four to six weeks. The landlord's daughter offered him a room at the unit as a roommate and not as a tenant. The landlord was not party to this arrangement. The tenant testifies that he rented this room for \$500.00 per month however agrees that there was no written tenancy agreement in place.

Analysis

When a tenancy has been created between two parties, the *Act* requires the landlord to have a written tenancy agreement in place. However in many cases this does not occur and it is accepted that a tenancy has been orally created between a landlord and tenant if rent has been paid and conditions agreed between the tenant and landlord. However in this case I find the applicant was allowed to stay in the unit for a pre determined length of time and that he was a roommate of the tenants and did not have a tenancy agreement with the landlord either written or verbal.

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. As I have insufficient evidence from the applicant that he did enter into a tenancy agreement with the landlord either oral or written I must dismiss this application as I have no jurisdiction to resolve a dispute between a landlord and a roommate.

Conclusion

This 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: January 21, 2014

Residential Tenancy Branch

