



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, MNDC, FF

### Introduction

This hearing was convened by way of conference call in response to the tenant's application for a Monetary Order for the return of the security deposit; for a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulations or tenancy agreement; and to recover the filing fee from the landlord for the cost of this application.

Service of the hearing documents, by the tenant to the landlord, was done in accordance with section 89 of the *Act*; served by registered mail on October 25, 2013. Canada Post tracking numbers were provided by the tenant in documentary evidence. The landlord was deemed to be served the hearing documents on the fifth day after they were mailed as per section 90(a) of the *Act*.

The tenant appeared and gave sworn testimony. There was no appearance for the landlord, despite being served notice of this hearing in accordance with the *Residential Tenancy Act*.

### Preliminary Issues

The tenant testified that the person named on the application as the landlord is in fact a tenant named on the tenancy agreement for this unit. The tenant testified that she paid rent to that party and a security deposit. The tenant agrees that she did not sign a tenancy agreement and has had no agreement verbal or written with the landlord.

## Analysis

Prior to hearing the tenant's evidence concerning Monetary Orders I looked at the jurisdiction of the Residential Tenancy Branch in this matter. I refer the parties to the Residential Tenancy Policy Guidelines # 13 which states, in part, that:

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. Co-tenants also have equal rights under the tenancy agreement.

This guideline goes on to discuss parties who have not signed a tenancy agreement or entered into a verbal agreement with the landlord to rent a unit and states:

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.

The applicant agrees that she has not entered into a tenancy agreement either in writing or verbally with the landlord. I cannot therefore consider that the applicant is a co-tenant. Consequently I must deem that the applicant is in fact an occupant or roommate of the tenants and has such has no rights or obligations under the Act.

The *Residential Tenancy Act* does not recognise disputes between tenants or roommates and as such I must decline jurisdiction in this matter.

Conclusion

The application is therefore dismissed without leave to reapply. The applicant should seek restitution in an alternative legal forum.

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 28, 2014

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Residential Tenancy Branch

