



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC MNDC RPP LAT RR FF O

Introduction

This hearing convened pursuant to an application to cancel a notice to end tenancy, as well as for monetary compensation, a reduction in rent and other orders. Both applicants and the respondent participated in the teleconference hearing.

Preliminary Issue - Jurisdiction

The applicants identified themselves as the in this matter, and the respondent as their landlord. In fact, the respondent is herself a tenant at the dispute address. The respondent stated that she rents out the whole house from the owner, and then she sublet the upper suite while residing in the lower suite. The respondent did not provide any evidence that she acted as agent for the owner, or that the applicants had a tenancy agreement with the owner. The respondent stated that the owner intended to return the house to a single-family dwelling, so one of the families would have to have been evicted regardless.

The *Residential Tenancy Act* defines a landlord as follows:

"landlord", in relation to a rental unit, includes any of the following:

- (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.

Residential Tenancy Policy Guideline 13 states that 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 respondent in this matter does not meet the definition of a landlord, as she was not the agent of the landlord, and she did not have the authority to exercise all of the powers or perform the duties of a landlord under the Act. The applicants were not tenants of the respondents; rather, they were occupants, or roommates. The applicants, the respondent and the landlord did not enter into a tenancy agreement to include the applicants as tenants.

Based on the above facts, I find I do not have jurisdiction to hear this application.

Conclusion

I decline jurisdiction to hear this matter.

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: March 13, 2014

Residential Tenancy Branch

