



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNC CNR OPR OPC MNR MNSD MNDC FF

### Introduction

This hearing convened pursuant to applications by two parties. One party identified himself as the “landlord” and the “leaseholder”; I refer to that party as the “tenant” in this decision. The other party was identified as the “tenant”; I refer to that party as the “occupant” in this decision.

### Preliminary Issue – Jurisdiction

The tenant stated that he has a tenancy agreement with the owner, whereby he rents the entire house for \$2350 per month rent, and he is also responsible for the full utilities costs. The tenant resides in the rental house, and he rents out four rooms to others, including the occupant in this matter. The occupant stated that he signed a tenancy agreement with the tenant, and he did not have any interaction with the owner.

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 tenant in this matter does not meet the definition of a landlord, as he is not the agent of the landlord, and he does not have the authority to exercise all of the powers or perform the duties of a landlord under the Act. The occupant is not a tenant of the tenant; rather, he is an occupant or a roommate.

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: May 26, 2014

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Residential Tenancy Branch

