



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR MNSD FF

Introduction

This hearing dealt with an application for monetary compensation and an order to retain the security deposit in partial compensation of the claim.

Despite being served the landlord, the respondent did not appear and the hearing proceeded in the absence of the respondent.

Preliminary Issue - Jurisdiction

The applicant stated that they are the landlord in this matter. In fact, the applicant gave testimony that they are actually a tenant at the dispute address renting from the landlord/owner. The applicant stated that the landlord was aware that they were renting the room to an individual. The applicant testified that they did not have a written agreement with the respondent, nor did the respondent and the landlord/owner ever enter into a tenancy agreement to include the respondent as a co-tenant.

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 with the original landlord/owner to also include the new occupant as a co-tenant along with the tenant.

The applicant in this matter does not meet the definition of a landlord, as they are not the agent of the landlord, and they do not have the authority to exercise all of the powers or perform the duties of a landlord under the Act. The respondent is not a tenant of the applicant; rather, the respondent is another 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: November 12, 2014

Residential Tenancy Branch

