



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDC; OLC; RPP; FF

Introduction

The Applicant seeks compensation for damage or loss under the Act, regulation or tenancy agreement; an Order that the Respondents comply with the Act, regulation or tenancy agreement; an Order that the Respondents return his personal property; and to recover the cost of the filing fee from the Respondents.

This matter was scheduled to be heard on August 1, 2014, but was adjourned to allow the Applicant to serve each of the Respondents with his amended application and documentary evidence. An Interim Decision was rendered on August 22, 2014, which should be read in conjunction with this Decision.

The Applicant and the Respondent TM's agent gave affirmed testimony at the Hearing.

Preliminary Matter: Does the Residential Tenancy Act have jurisdiction?

The subject rental unit is one side of a duplex. The Respondent TM gave written submissions indicating that she was not the Applicant's landlord. She submitted that she had a tenancy agreement with her own landlord, and that the applicant was merely an occupant who she was helping out in a time of need.

The Applicant stated that he was locked out of the rental unit and called the Respondents' landlord's property manager, who indicated that it "wasn't his problem". The Applicant stated that he paid rent to either or both of the Respondents.

The Respondent TM's agent stated that the Respondents paid their landlord all of the rent in one lump sum.

There is no written tenancy agreement. The Applicant did not pay a security deposit.

Analysis

The dispute resolution process considers applications between tenants and landlords as they relate to tenancy agreements and rights, obligations and prohibitions under the *Residential Tenancy Act* (the “Act”).

Section 1 of the Act defines “tenancy agreement” as follows:

“tenancy agreement” means an agreement, whether written or oral, express or implied, between a **landlord and a tenant** respecting possession of a rental unit, use of common areas and services and facilities, and includes a licence to occupy a rental unit;

(emphasis added)

Section 1 of the Act defines “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;

(emphasis added)

Based on the testimony of the parties, I find that the Respondents are tenants occupying the rental unit. I also find that the Respondents did not permit the Applicant to occupy the residence on behalf of their Landlord. Therefore, the Respondents are not the Applicant’s “landlords” as defined by the Act. I find that Applicant was an occupant only.

Therefore, I find that there was no tenancy agreement between the parties as defined by the Act and I decline jurisdiction.

Conclusion

I decline jurisdiction in this matter as I find that the Applicant was an occupant, not a tenant, and that no tenancy agreement existed between the parties as defined by the Act.

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 17, 2014

Residential Tenancy Branch

