



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Babic Enterprises Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, MNDC, MNSD, O, MNR, OPR

Introduction

This decision deals with two applications for dispute resolution, one brought by the tenant and one brought by the landlords. Both files were to be heard together, however prior to dealing with either application I dealt with the matter of jurisdiction, and it is my finding that the Residential Tenancy Act does not have jurisdiction over this matter.

Decision in reasons

It is my finding that there is no landlord-tenant relationship between these parties.

When determining whether or not a tenancy exists I must take all factors into consideration to determine what the intent of the parties was at the beginning of this tenancy.

The original tenancy agreement was signed on June 13, 2014 and the only tenant on the agreement at that time was the person listed above who's initials are C.G..

On October 3, 2014 C.G. brought in a roommate who is the person listed above who's initials are T.B., and her name was put on the tenancy agreement however beside the signature it states roommate move-in date, which indicates to me that this is actually a roommate of the tenant.

Further, at no time has the roommate T.B., paid any rent to the landlord, and in fact her instructions were that she was to pay her rent to C.G., and on the top of the October 2014 rent receipt she received from C.G., it even states landlord C.G..

T.B., also paid a security deposit to C.G.,.

Given the above information it's my finding that that when T.B., sign the tenancy agreement the intent was that she was being allowed into the rental unit as a roommate of the tenant, and even though her name was listed under tenant on the first page of the agreement, she is actually only an occupant and should have been listed as such.

Therefore although T.B. is an occupant of the rental unit, there is no landlord-tenant relationship between her and the landlord's.

Therefore if the landlords still wished to end this tenancy they must serve a Notice to End Tenancy on the actual tenant C.G..

Alternately, if C.G., wishes to evict T.B., she will have to serve T.B. with a Notice to End Tenancy.

Conclusion

I declined jurisdiction over 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: February 04, 2015

Residential Tenancy Branch