



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC MNSD

### Introduction

This hearing dealt with an Application for Dispute Resolution filed by the Applicant on December 15, 2014, to obtain a Monetary Order for: money owed or compensation for damage or loss under the Act, regulation or tenancy agreement and for the return of his security deposit.

The hearing was conducted via teleconference and was attended by the Applicant and both of the named Respondents. Each party gave affirmed testimony and confirmed receipt of evidence served by each other.

At the outset of the hearing I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process however, each declined and acknowledged that they understood how the conference would proceed.

During the hearing each party was given the opportunity to provide their evidence orally, respond to each other's testimony, and to provide closing remarks. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

### Issue(s) to be Decided

1. Is the Applicant a tenant or an occupant?
2. Does this matter fall within the jurisdiction of the Residential Tenancy Act (the Act)?

### Background and Evidence

The Applicant testified that he began occupying the rental unit on September 15, 2014, after making a verbal agreement with H.G. to become his roommate. He stated that he paid H.G. a security deposit and paid all his rent directly to H.G. He confirmed that he had never dealt with H.G.'s landlord.

H.G. testified that he was a legal tenant and that his landlord is the other named respondent K.Y. H.G. submitted that he had permission from his landlord to bring in other occupants as roommates but that he never added any of his roommates to the tenancy agreement as tenants.

K.Y. testified that he has no knowledge of the Applicant P.V. He said he has never had any dealing with this person and has never collected a security deposit or rent from this person. He acknowledged that his tenant is H.G. and that he does have knowledge that this tenant has brought in a roommate at times.

The Applicant now seeks compensation for being “verbally instructed to leave” by the Tenant “in an abusive, hostile and volatile manner”.

### Analysis

The *Residential Tenancy Act* applies to tenancy agreements, rental units and residential property. These terms are all defined by the Act. A tenancy agreement is an agreement between a landlord and tenant respecting possession of a rental unit and use of common areas. In order to find a tenancy is in place I must be satisfied that the parties meet the definition of landlord and tenant.

Section 1 of the Act defines a landlord, in relation to a rental unit, to include 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 [emphasis added]
  - (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;

In this case the undisputed evidence supports the Applicant entered into a verbal agreement with an existing tenant to become his roommate. The Applicant had no direct dealings with the tenant's landlord and was not added to the tenancy agreement as a tenant.

An occupant is defined in the *Residential Tenancy Policy Guideline Manual*, section 13 as follows: 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

original tenancy agreement, unless all parties (owner/agent, tenant, occupant) agree to enter into a tenancy agreement to include the new occupant as a tenant.

Based upon the aforementioned, I find the Applicant to this dispute does not meet the definition of a tenant; rather he is an occupant. Thus, there is not a tenancy agreement in place between the Applicant and Respondents to which the *Residential Tenancy Act* applies.

In light of the above, it is my determination that the Applicant and Respondents have no rights or obligations to each other under the *Residential Tenancy Act* and therefore I do not have jurisdiction to resolve a dispute between the parties. Accordingly, I dismiss the application, without leave to reapply.

### Conclusion

I hereby dismiss the application, for want of jurisdiction.

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, 2015

---

Residential Tenancy Branch

