



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD MNDC FF

Introduction

This hearing dealt with an application for return of a security deposit. The applicant called in to the teleconference hearing, but the respondent did not.

Preliminary Issue – Jurisdiction

The applicant identified himself as the tenant in this matter. In fact, the applicant was an occupant, not a tenant, at the dispute address. The applicant stated that there was no tenancy agreement, and the respondent was herself a tenant of the rental unit. The applicant had no relationship with the owner, only the tenant. The applicant acknowledged that it made sense to define his relationship with the tenant of the rental unit as a roommate situation.

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 applicant in this matter was not a tenant of the applicant; rather, he was another occupant, or a roommate. The respondent does not meet the definition of landlord as she was not the agent of the landlord, and she did not have the authority to exercise all of the powers or perform the duties of a landlord under the Act. The applicant, the respondent and the landlord did not enter into a tenancy agreement to include the applicant as a tenant.

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: April 8, 2015

Residential Tenancy Branch

