



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, F.F.

### Introduction

This matter involved an Application made for a claim for unpaid rent and to recover the filing fee for the Application.

Only the Applicant appeared at the hearing. He gave affirmed testimony and was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. However, I note no written evidence was submitted by either party.

### Preliminary Issues

The Applicant testified he served the Respondent by registered mail sent to the Respondent's place of work. The Applicant testified that he tracked the Respondent down to her place of work and sent the Notice of Hearing and Application there by registered mail. He testified that the Respondent was not returning his calls and that she had not given him a forwarding address at all, even for the place she worked at.

Furthermore, the Applicant testified that he was not the owner of the property, but rather a tenant to the owner. He stated he had verbal permission from the owner to rent a room to the Respondent. He testified he did not have written permission from the owner just verbal.

Following this submission I determined that the Act does not confer jurisdiction upon me in this matter.

### Analysis

The Act only gives the Director or the appointed delegate of the Director - here an Arbitrator - authority or jurisdiction to resolve disputes and make monetary awards in living arrangements between a landlord and a tenant.

The Act defines who is a landlord and who is tenant, and what living arrangements are considered to be tenancies that come under the jurisdiction of the Act.

Not all situations where money is paid for living accommodations are considered to be tenancies under the Act. Jurisdiction is explained in policy guideline #27. This policy guideline explains,

**“The legislation does not confer upon the [Branch] the authority to hear all disputes regarding every type of relationship between two or more parties. The [Branch] only has jurisdiction conferred by the legislation over landlords, tenants and strata corporations.”**

[Emphasis added.]

A landlord is defined under section 1 of the Act as:

**"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;

...

(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;"

[Emphasis added.]

Since the Applicant was **a tenant occupying the rental unit**, he is not considered to be a landlord as defined under the Act.

There is also evidence the Applicant had not received the landlord's written permission to sublet a portion of the rental unit to the Respondent as required under the Act, or to be the owner's agent and rent out a portion of the rental unit.

For this reason I find that the Act has no jurisdiction in this matter. The Applicant should seek information from the Provincial Court about the correct forum.

Furthermore, even if there had been jurisdiction (which I find there is not), the Applicant did not serve the Respondent in an approved method under the Act. The Act does not provide for service on the Respondent at their place of work, unless there is some evidence the Respondent provided that address to the Applicant for that purpose.

For all of the above reasons this Application is dismissed without leave to reapply.

### Conclusion

The dispute between the parties does not come under the jurisdiction of the Act. For the purposes of the Act the Applicant was not a landlord and the Respondent was not a tenant as defined under the Act. Furthermore, even if there had been jurisdiction (which I find there is not), the Applicant did not serve the Respondent in accordance with the Act.

The Applicant may consult with the Provincial Court to see if it is the correct forum for this matter.

Therefore, I dismiss the Application without leave to reapply.

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: June 24, 2015

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Residential Tenancy Branch

