



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNSD

Introduction

The Applicant seeks return of the security deposit from the Respondents.

The Applicant gave affirmed testimony at the Hearing. The Respondents did not sign into the teleconference.

Preliminary Matter: Does the Residential Tenancy Act have jurisdiction?

The Applicant testified that she rented a room from the Respondents, who shared the residence with the Applicant, but are not the owners of the residence. The Applicant stated that the Respondents were renting the residence from someone else and were not acting as agents of their landlord.

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 Applicant's testimony, I 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. Occupants have no rights or obligations under the Residential Tenancy Act.

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 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: July 09, 2015

Residential Tenancy Branch

