



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNR, O, OPR, MNDC, MNSD, FF

Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has requested compensation for damage or loss under the Act, unpaid rent, to retain the security deposit and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed testimony and to make submissions during the hearing.

Preliminary Matters

The tenant confirmed receipt of the landlord's initial evidence submission that was given to the Residential Tenancy Branch on December 9, 2014. The landlord then made a late evidence submission that I set aside, with the exception of the copy of the tenancy agreement. The tenant agreed that document could be referenced.

The landlord confirmed receipt of the tenant's evidence seven days prior to the hearing.

Jurisdiction

The landlord (who I will refer to as applicant) confirmed that she is in fact a tenant. She has signed a tenancy agreement with another party. The applicant then rented out a room to the respondent.

The applicants' landlord met the respondent but had no other involvement with the room rental agreement.

The applicant confirmed that she was not acting as an agent for her landlord.

The Act defines landlord 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;*
- (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*

Therefore, from the evidence before me I find that the applicant does not meet the definition of landlord. The applicant is a tenant.

Residential Tenancy Branch policy defines an occupant as:

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.

Therefore, I find that the respondent is in fact an occupant with no rights or obligations under the applicants' tenancy agreement.

As a result jurisdiction is declined.

Conclusion

Jurisdiction is declined.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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

