



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, MNDC

Introduction

This hearing dealt with an Application for Dispute Resolution with the applicant seeking an order of possession and a monetary order.

The hearing was conducted via teleconference and was attended by the applicant.

The applicant testified the respondent was served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by personally on April 18, 2015 in accordance with Section 89 and that this service was witnessed by a third party.

Based on the testimony of the applicant, I find that the respondent has been sufficiently served with the documents pursuant to the *Act*.

At the outset of the hearing the applicant confirmed that he rents the residential property from his landlord and that he and the respondent share all the facilities in the property.

Section 1 of the *Act* defines a landlord, in relation to a rental unit, as any of the following:

- The owner of the rental unit, the owner's agent or another person who, on behalf of the landlord
 - Permits occupation of the rental unit under a tenancy agreement or
 - Exercises powers and performs duties under the *Act* or the tenancy agreement;
- The heirs, assigns, personal representatives and successors in title to a person referred to above;
- A person, other than a tenant occupying the rental unit, who is entitled to possession of the rental unit and exercises any of the rights of a landlord under a tenancy agreement or the *Act* in relation to the rental unit.

Based on the applicant's testimony I find the applicant is a person who is a tenant that is currently occupying the rental unit but does not exercise the rights of a landlord under his tenancy agreement with his landlord.

Issue(s) to be Decided

The issues to be decided are whether the applicant is entitled to an order of possession for unpaid rent; to a monetary order for unpaid rent and for all or part of the security deposit, pursuant to Sections 38, 46, 55, 67, and 72 of the *Act*.

Conclusion

Based on the above, I decline jurisdiction on the matters between these two parties.

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: October 07, 2015

Residential Tenancy Branch

