



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

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### Introduction

This hearing was convened to hear matters pertaining to an Application for Dispute Resolution filed on July 09, 2015. The Applicant filed seeking to obtain a Monetary Order for money owed or compensation for damage or loss under the Act, regulation, or tenancy agreement and for other reasons.

The hearing was conducted via teleconference and was attended by the Applicant. The Applicant submitted documentary evidence of a Canada Post tracking receipt as evidence that she served the Respondent notice of her application and the hearing documents.

### Issue(s) to be Decided

1. Does this matter fall within the jurisdiction of the *Residential Tenancy Act (the Act)*?

### Background and Evidence

The Applicant submitted that she had entered into an agreement to move in and share the rent with the Respondent who was the existing tenant of a one bedroom apartment. The agreement provided that the Applicant would occupy the bedroom while the Respondent would occupy an area in the living room and they would share access to the rest of the apartment.

### Analysis

Section 1 of the Act defines a landlord, in relation to a rental unit, to include 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**  
[emphasis added]

- (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;

[My emphasis added by bold text]

*Policy Guideline*13 defines an occupant as follows:

*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 original tenancy agreement, unless all parties (owner/agent, tenant, occupant) agree to enter into a tenancy agreement to include the new occupant as a tenant.*

After careful consideration of the foregoing and on a balance of probabilities I find as follows:

The undisputed evidence was the Applicant entered into an agreement with an existing tenant, the Respondent, to occupy a bedroom and share common areas of the apartment. Accordingly, I conclude that the Respondent does not meet the definition as a landlord, pursuant to section 1 of the *Act*.

Based upon the aforementioned, I find the Applicant to this dispute does not meet the definition of a tenant; rather she was an occupant, pursuant to Policy Guideline 13. Thus, there is not a tenancy agreement in place between the Applicant and Respondent to which the *Residential Tenancy Act* applies.

In light of the above, it is my determination that the Applicant and Respondent have no rights or obligations to each other under the *Residential Tenancy Act*. Therefore, I do not have jurisdiction to resolve a dispute between the parties.

### Conclusion

I declined to hear these matters for want of jurisdiction. The Applicant is at liberty to seek remedy through the court with competent jurisdiction.

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: December 08, 2015

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Residential Tenancy Branch

