



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF, MNDC, MNR, MND, O

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background, Evidence

The landlord's testimony is as follows. The tenancy began on November 1, 2013 and ended on May 1, 2014. The tenants were obligated to pay \$350.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$175.00 security deposit. The landlord stated that she was not the owner of the property but rented out the room to the tenant to assist her in paying the rent. The landlord stated that the owner did not give written permission to rent out the room or that they were aware that DT resided in the room.

The landlord stated that there isn't any written tenancy agreement or written move in or move out condition inspection reports. The landlord stated that the tenant left his room dirty and cluttered. The landlord stated that there is some minor damage throughout the unit as a result of the tenants' actions. The landlord is seeking \$546.72 for cleaning, changing the locks, registered mail, the cost of filing an application, and some minor repairs in the unit.

The tenants' testimony is as follows. The tenant stated that he didn't know who the owner was and that he had never met him. The tenant stated that the owner was not made specifically aware that he was renting a room. The tenant stated that the landlord is a family friend and was just renting the room to help out the family friend to pay the rent. The tenant denies all of the monetary claims made against him.

Analysis

Policy Guideline 13 addresses the issue before me 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 tenancy agreement, unless all parties agree to enter into a tenancy agreement to include the new occupant as a tenant."

Both parties agree that there wasn't a signed tenancy agreement between them and that it was an "arrangement" to assist MP paying the rent. Both parties stated "arrangement" several times during the hearing. MP stated that she was the only one that paid the owner the rent directly.

Based on the testimony provided by both parties and in the absence of any documentation to state otherwise; I find that this arrangement was one of roommates and not that of a landlord and tenant.

The Tenancy Branch addresses issues between landlords and tenants only. I do not have the jurisdiction to address issues between roommates.

Conclusion

I find that I do not have the jurisdiction to deal with this matter and must dismiss this application.

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: January 18, 2016

Residential Tenancy Branch

