



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes                      MNDC, FF

### Introduction

This hearing was convened in response to an application pursuant to the *Residential Tenancy Act* (the "Act") for Orders as follows:

1. A Monetary Order for compensation - Section 67; and
2. An Order to recover the filing fee for this application - Section 72.

The Parties were each given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Can the dispute between the Parties be determined under the Act?

### Background and Evidence

The following are undisputed facts: The Respondent is a tenant occupying the rental unit and is renting the unit from a third party. The Respondent rented out a bedroom in the unit to the Applicant and accepted rent. The Respondent did not collect a security deposit.

The Applicant claims return of all or a part of the rent paid to the Respondent. The Respondent states that he is not a landlord under the Act.

### Analysis

Section 1 of the Act defines a 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;

Section 6 of the Act sets out that the rights, obligations and prohibitions established under the Act are enforceable between a landlord and tenant under a tenancy agreement.

As the Respondent is not the owner of the unit or an agent of the owner, is not an heir, is not a former landlord and is a tenant occupying the unit, I find that the Respondent is not a Landlord within the meaning of the Act. As the Respondent is not a Landlord, I find that there is no basis to determine or enforce any rights, obligations or prohibitions as between the Parties. Accordingly, I dismiss the application.

#### Conclusion

The application is dismissed.

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: February 10, 2016

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Residential Tenancy Branch

