



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      OLC, LAT, FF

### Introduction

This hearing dealt with an application by the tenants to obtain an order to have the landlord comply with the Act, regulation or tenancy agreement, an order to authorize a tenant to change the locks to the rental unit and to recover the filing fee for this application. 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.

### Issues to be Decided

Is tenant entitled to any of the above under the Act, regulation or tenancy agreement?

### Background and Evidence

The tenants gave the following testimony. The tenants stated that they moved in on August 1, 2015. Rent in the amount of \$450.00 for each named tenant to occupy a room was payable on the first of each month. The tenants stated that Richard Christie was renting the place from the owner/landlord and that they moved in to help out in paying the monthly rent of \$1800.00, for which they each paid  $\frac{1}{4}$  of the rent. The tenants stated it was a verbal agreement with RC. The tenants stated that when RC decided to move out at the end of January 2016, the tenants requested that he assign the tenancy to them. The tenants stated that RC did not do that and that the owner thought he was getting the unit back on February 1, 2016 as he thought the tenancy

was ending. The tenants stated that the landlord was so upset that they were in the home that he removed the back door and shut off the power. The tenants stated that they had to call the police to have him re-install the door and turn the power back on. The tenants stated that they have not paid rent for the past three months but are willing to sign a tenancy agreement with the landlord and “make this right”.

The landlords’ agent gave the following testimony. The agent stated that the landlord had no knowledge that the two named parties of this application were living in the home. The landlord stated that the tenancy agreement was solely with RC. The agent stated that at no time did RC request permission to have roommates. The agent stated that the two named parties on this application did not pay the owner/landlord any rent at any time. The agent stated that the landlord wants these people to move out and be given back possession of his suite.

### 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 to enter into a tenancy agreement to include the new occupant as a tenant.*

Both parties agree a tenancy was not entered into by any of the named parties on this application and that the owner/landlord was never advised that the applicants were occupying the unit. Based on the testimony of both parties I find that the applicants in this matter are occupants in this location and have no standing to make this application, accordingly; this application is dismissed in its entirety.

### Conclusion

The applicants' application is dismissed in its entirety.

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: April 08, 2016

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Residential Tenancy Branch