



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the Applicant's request for an order cancelling a hand-written notice to end tenancy, dated April 25, 2016 (the "Notice"), pursuant to the *Residential Tenancy Act* (the "Act").

The parties each attended the hearing on their own behalf and provided their solemn affirmation.

No issues were raised with respect to receipt of the evidence submitted.

Preliminary Issue – Jurisdiction

The Applicant identified himself as the Tenant in this application. He identified the Respondent as the Landlord. The status of the parties as landlord and tenant is at issue.

The Respondent testified that his tenancy began on December 1, 2015. Pursuant to a written agreement, he pays \$3,000.00 per month to the owner of the rental property on the first day of each month.

The Respondent says he has a verbal agreement with the owner to rent bedrooms out to other occupants. The other occupants, including the Applicant, contribute to the rent payment in varying amounts.

Both parties agreed they live with other occupants in the rental property as roommates, sharing bathroom and kitchen facilities.

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.

There is insufficient evidence before me that the Respondent is a landlord, or is acting on behalf of the Landlord. Neither party provided any documentary evidence of the tenancy agreement between the Respondent and the owner of the rental property, or of the alleged verbal agreement between the Respondent and the owner of the rental property.

Further, the Respondent is occupying the rental property; is not the owner of the rental property; and is not the owner's agent. As the Respondent is not a landlord, it follows that the Applicant is not a tenant. The Respondent and the Applicant are roommates.

Based on the above facts, I find I do not have jurisdiction to hear this application.

Conclusion

I decline jurisdiction to hear this matter.

Dated: June 07, 2016

Residential Tenancy Branch