



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 an application to cancel a 1 Month Notice To End Tenancy For Cause dated June 29, 2016. The matter was set for a teleconference hearing and both the applicant and the respondent participated in the teleconference hearing.

Preliminary Issue – Jurisdiction

The applicant identified himself as the Tenant in this matter. The Tenant shares the rental unit with respondent who he identifies as the Landlord.

The respondent testified that he is himself a Tenant, as he rents the unit from the owner. The respondent testified that he lives in the same rental unit with the applicant and they share the bathroom and kitchen. The respondent testified that the applicant is not the owner's Tenant. The respondent testified that the owner of the rental unit has no connection to the applicant. The respondent testified that his relationship with the applicant is like a roommate situation.

The respondent testified that there is no written tenancy agreement between the parties.

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.

Residential Tenancy Policy Guideline # 13 states that 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.

The respondent in this matter does not meet the definition of a Landlord, as he is not the agent of the owner, and he does not have the authority to exercise all of the powers or perform the duties of a Landlord under the Act. The applicant, the respondent and the owner did not enter into a tenancy agreement to include the applicant as a Tenant.

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

Conclusion

I decline jurisdiction to hear this matter.

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: August 29, 2016

Residential Tenancy Branch