



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD

Introduction

This hearing dealt with an Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the applicant and the respondent.

At the outset of the hearing the respondent clarified that at the time of the tenancy he was a tenant, with a tenancy agreement with the owner of the property, living in the rental unit. He stated that he rented out rooms to other occupants who shared kitchen facilities with him and he had permission of the owner of the property to do so..

Section 1 of the *Residential Tenancy Act (Act)* defines a landlord, in relation to a rental unit, as any of the following:

- The owner of the rental unit, the owner's agent or another person who, on behalf of the landlord
 - Permits occupation of the rental unit under a tenancy agreement or
 - Exercises powers and performs duties under the *Act* or the tenancy agreement;
- The heirs, assigns, personal representatives and successors in title to a person referred to above;
- A person, other than a tenant occupying the rental unit, who is entitled to possession of the rental unit and exercises any of the rights of a landlord under a tenancy agreement or the *Act* in relation to the rental unit.

Based on the submission of the respondent, I find for the purposes of this living arrangement the respondent is not considered a landlord under the *Act*. I make this finding because he was a tenant occupying the rental unit. As he was occupying the unit at the time of the rental arrangement he cannot be found to be landlord pursuant to the definition noted above.

A tenancy agreement is defined under Section 1 of the *Act* to be an agreement, whether written or oral, express or implied, between a landlord and a tenant respecting

possession of a rental unit, use of common areas and services and facilities, and includes a licence to occupy a rental unit.

As I have found that the respondent is not a landlord, I find that a tenancy agreement, for the purposes of this Application, cannot exist between these two parties.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to a monetary order for the return of rent and for return of the security deposit, pursuant to Sections 38, 67, and 72 of the *Act*.

Conclusion

Based on the above, I decline to accept jurisdiction in the matters set forth in this Application for Dispute Resolution.

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 30, 2016

Residential Tenancy Branch