



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      CNR MNDC MNSD RR FF

### Introduction

This hearing dealt with an application to cancel a notice to end tenancy for unpaid rent, as well as for monetary compensation and a reduction in rent. Both the applicant and the respondent participated in the teleconference hearing.

### Preliminary Issue – Jurisdiction

The applicant identified himself as the tenant in this matter. In fact, the applicant is merely an occupant at the guest house located at the dispute address.

The respondent stated that her landlord verbally consented to a “sub-tenancy,” and this was her relationship with the applicant, that of tenant and sub-tenant. The respondent collected rent from the applicant, but she paid full rent to her landlord. The respondent confirmed that she has continued to reside in the main house on the property while “sub-tenants” have occupied the guest house. The applicant stated that he had no need to access the main house, but the respondent confirmed that previous occupants of the guest house did have access to the main house.

I find that in this case, the relationship between the applicant and the respondent cannot be defined as a sub-tenancy, because the respondent does not meet the definition of a landlord under the Act.

The *Residential Tenancy 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.

**(my emphasis added)**

The respondent in this matter does not meet the definition of a landlord, as she is a tenant renting the entire rental unit, including the guest house. The applicant is not a tenant of the respondent; rather, he is another occupant, or a roommate. The applicant, the respondent and the landlord 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: October 3, 2016

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Residential Tenancy Branch