



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding WESGROUP PROPERTIES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, FF

Introduction

This hearing was convened by way of conference call in response to the tenant's application for a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulations or tenancy agreement; and to recover the filing fee from the landlords for the cost of this application.

The tenant and two agents for the landlord attended the conference call hearing, and were given the opportunity to be heard, to present evidence and to make submissions under oath. The landlord and tenant provided documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing. The parties confirmed receipt of evidence. I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary issues

The matter of whether or not the applicant was a tenant named on the tenancy agreement or if the applicant was a roommate of the tenant was discussed prior to the hearing commencing.

The applicant testified that his name is not on the tenancy agreement and he did not sign the tenancy agreement but he did initial one section on the front of the agreement along with the tenant. The applicant testified that he had paid rent for the rental unit. the applicant referred to a second tenancy agreement provided in his evidence which shows the tenant named on the agreement as the landlord and the applicant named as the tenant. This agreement was signed by both of those parties.

The landlord's agent testified that the tenant was never given written authorisation to have this applicant added to the tenancy agreement. The tenant was given authorisation for the applicant to live in the unit as her roommate. The landlord referred to emails exchanged between the tenant, the applicant and the landlord regarding this.

The landlord's agent testified that as the applicant was never added to the tenancy agreement the tenant was not entitled to sublet or assign the rental unit or tenancy to the applicant. The applicant is not a tenant of the landlords and therefore has no rights under the Act or the tenancy agreement.

Analysis

I refer the parties to the Residential Tenancy Policy Guidelines #13 which provides guidance to what is deemed to be a co-tenancy and states, in part, that co-tenants are two or more tenants who rent the same property under the same tenancy agreement. Co-tenants are jointly responsible for meeting the terms of the tenancy agreement. Co-tenants also have equal rights under the tenancy agreement. It goes on to state that the *Residential Tenancy Act* requires that tenancy agreements be in writing. Any changes regarding who is a tenant should be recorded in writing. This guideline also deals with occupants and states:

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.

Consequently, I find from the evidence before me that the applicant was a roommate or occupant of the rental unit and lived there with the tenant. The occupant therefore has no rights under the *Act* or tenancy agreement to file an application against the landlord and this application has not been heard today and is therefore dismissed.

Conclusion

This application is dismissed without leave to reapply

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: December 22, 2016

Residential Tenancy Branch