



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC FF

Introduction

This hearing dealt with an Application for Dispute Resolution (the “Application”) by the Applicant for a money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement and to recover the cost of the filing fee.

The applicant, a witness for the applicant, and the respondent attended the teleconference hearing and gave affirmed testimony. During the hearing the applicant and respondent were given the opportunity to provide their evidence orally and respond to the testimony of the other party. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary Issue

The first issue that I must decide is whether the *Act* has jurisdiction over the parties in order to proceed with the Application.

The applicant confirmed that he was a tenant and that he paid rent to the respondent during the tenancy. The respondent testified that he paid rent for the 3 bedroom unit to the owner of the rental unit. The respondent also affirmed that while the monthly rent paid to the owner of the rental unit (the “owner”) was \$775.00 he received \$700.00 in rent from the applicant for two of the three bedrooms. The respondent testified that he had occupancy of the one of the three bedrooms during the tenancy and that he kept his personal items both inside the room and some furniture in the common areas of the rental unit.

Analysis

Based on the above, and on a balance of probabilities, I find the following.

Section 1 of the *Act* applies and defines “landlord” as the following:

“**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 respondent 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]

Based on the above, I find the applicant has provided insufficient evidence that the respondent is a landlord as defined under the *Act*. As a result, I find the applicant and the respondent are either roommates or co-tenants and do not share a landlord/tenant relationship. As this dispute is either between co-tenants, or a tenant and an occupant, and not a dispute between a landlord and tenant, I find that I do not have jurisdiction to hear this dispute under the *Act*.

Conclusion

I decline to hear the applicant's Application due to lack of jurisdiction under the *Act*.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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*.

There is no evidence before me to support that the named parties are tenant and landlord as defined by the *Act*.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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, 2017

Residential Tenancy Branch