



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, MNSD, OLC, FF

### Introduction

This hearing was convened in response to an application pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for compensation - Section 67;
2. An Order for the return of the security deposit - Section 38;
3. An Order for the Landlord to comply - Section 63; and
4. An Order to recover the filing fee for this application - Section 72.

The Applicant and Respondent were each given full opportunity under oath to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Does the Act apply to the dispute?

### Background and Evidence

The Applicant states that he agreed to rent two rooms in the lower part of a house from the Respondent who lives in the same house. The Applicant states that the agreement also included a shared kitchen with the Respondent. The Applicant states that he agreed to pay \$700.00 as rent and that no security deposit was required from the Respondent. The Respondent states that she rents the house and takes in roommates with her Landlord’s permission in order to afford the rent. The Respondent states that she does not collect rent on behalf of her landlord from the Applicant. The Respondent states that this is a roommate situation. The Respondent agrees that no security deposit was requested.

### Analysis

.Section 2 of the Act provides that the Act applies to tenancy agreements defined as agreements, 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. Section 1 of the Act defines “landlord” as including a person, other than a tenant occupying the rental unit. Policy Guideline #19 provides that where a tenant rents out room or space within a rental unit to a third party and the tenant remains in the rental unit the definition of landlord in the Act does not support a landlord/tenant relationship between the tenant and the third party. The third party would be considered an occupant/roommate, with no rights or responsibilities under the *Residential Tenancy Act*. As the Applicant is a tenant that occupies a portion of a house rented and lived in by the Respondent I find that this is a roommate relationship and that disputed arising from this relationship are not under the jurisdiction of the Act. I therefore dismiss the application.

### Conclusion

The Act does not apply to the dispute and the Application is dismissed.

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: November 15, 2017

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Residential Tenancy Branch