



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNDCT, OLC, RP

Introduction

The Application for Dispute Resolution filed by the Applicant seeks the following:

- a. An order for a monetary order in the sum of \$791.67
- b. A repair order
- c. An order that the landlord comply with the Act, regulation and/or tenancy agreement.

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the landlord on December 4, 2017. With respect to each of the applicant's claims I find as follows:

Issues to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to a monetary order and if so how much?
- b. Whether the tenant is entitled to an order for repairs?
- c. Whether the tenant is entitled to an order that the landlord comply with the Act, regulation and/or tenancy agreement?

Background and Evidence:

The landlord and the other Tenant in the rental unit entered into a month to month tenancy agreement that provided that the tenancy would start on June 27, 2017. The

applicant did not sign the tenancy agreement. The rent for the rental property was \$950 per month. The applicant paid a portion of the security deposit.

The Applicant testified that she requested that she be permitted to become a party to the tenancy agreement but the other Tenant refused to allow that to happen.

The Applicant has numerous complaints against the other Tenant including:

- The other tenant went behind her back at the start of the tenancy and signed the tenancy agreement in her absence thus making her a boarder only.
- She was required to pay half of the rent.
- She was restricted in areas of the rental property she could use.
- The other tenant allowed her adult son to move into the rental unit. The son did not contribute to the rent. The son recently got out of jail and he was continuing to use drugs and bring shady friends over.

The Applicant testified the landlord refused to put her on the tenancy agreement and refused to assist her in her dealings with the other Tenant.

The Applicant vacated the rental unit on January 24, 2018. She testified her share of the security deposit has been returned.

The landlord testified he went to the other Tenant and requested that the Applicant be put on the tenancy agreement but the other Tenant refused. He further testified that he has not received the Applicant's share of the rent for December 2017 and January 2018. The Applicant testified she gave it to the other Tenant.

Application for a Repair Order

As the Applicant has vacated the rental unit it is no longer necessary to consider the Applicant's request for a repair order.

Monetary Order:

I dismissed the Applicant's claim for a monetary order. She sought the sum of \$791 on the basis she overpaid rent because the other Tenant refused to contribute to the rent for the following reasons:

- I determined based on the oral testimony of the parties that the Applicant failed to sign the tenancy agreement with the landlord and is not a tenant of the landlord. As a result the Applicant does not have a claim against the landlord.

- Further, the Applicant may be a Tenant on the other Tenant. The rights and obligations in that relationship including the amount of rent she was to pay is to be determined by what they have agreed to. This does not give the Applicant the right to make a monetary claim against the landlord.

I dismissed the Applicant's claim that the landlord comply with the Act, regulations and/or tenancy agreement as the Applicant has no status to bring this claim given she is not a tenant and she failed to present sufficient proof that the landlord has failed to comply with the Act, regulations and/or tenancy agreement.

Conclusion

I ordered the application of the Applicant be dismissed without liberty to re-apply.

This decision is final and binding on both parties.

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: February 16, 2018

Residential Tenancy Branch