



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT, OLC

Introduction

This hearing dealt with an Application for Dispute Resolution (“application”) by the applicant for a money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement and for an order directing the landlord to comply with the *Act*, regulation or tenancy agreement.

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 she was a tenant and that she paid rent to the respondent during the tenancy. The respondent testified that he paid rent for the whole home which he rents from the owners. The respondent also affirmed that while the monthly rent paid to the owner of the rental unit (“owner”) was \$3,550.00 he received \$600.00 in rent from the applicant for a bedroom and that they share the kitchen. The applicant also confirmed that she has access to the living room if needed. The respondent’s position was that he and the applicant were roommates.

The parties also confirmed their email addresses at the start of this proceeding and were advised that a copy of my decision would be emailed to the parties.

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*.

There is no evidence before me to support that the named parties have a landlord and tenant relationship under the *Act*.

Furthermore, the *Act* does not apply to tenant versus roommate/co-tenant disputes or tenant versus occupant disputes.

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: May 1, 2018

Residential Tenancy Branch