



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. The participatory hearing was held, by teleconference, on November 6, 2018. The Tenant applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- A monetary order for the return of the security deposit

Both parties attended the hearing and provided testimony.

Preliminary Issue – Jurisdiction

The applicant identified herself as the Tenant in this matter. However, the respondent stated that she is not a Landlord, but rather a Tenant herself. The respondent stated that she has authorization from the Landlord to get roommates, and does so to help her pay for her tenancy agreement with the Landlord.

I have considered the situation presented here, and I turn to the following portion of the *Residential Tenancy Act*, which defines a landlord as follows:

"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 landlord under a tenancy agreement or this Act in relation to the rental unit;
- (d) a former landlord, when the context requires this.

Residential Tenancy Policy Guideline 13 states that 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.

The applicant in this matter does not meet the definition of a Tenant, and it appears she is a roommate/occupant, rather than a formal tenant, with a tenancy agreement with the Landlord. Further, I note the respondent in this application is not a Landlord, and there is insufficient evidence to establish that she is an agent of the landlord. She does not have the authority to exercise all of the powers or perform the duties of a landlord under the Act.

There is no evidence that the applicant, the respondent and the landlord all entered into a tenancy agreement to include the applicant as a tenant.

Based on the above facts, I find I do not have jurisdiction to hear this application.

Conclusion

I decline jurisdiction to hear this matter.

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 7, 2018

Residential Tenancy Branch