



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, CNR, DRI, FFT, OLC

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Applicant on October 21, 2018 (the “Application”). The Applicant applied as follows:

- To dispute a One Month Notice to End Tenancy for Cause;
- To dispute a 10 Day Notice to End Tenancy;
- To dispute a rent increase that is above the amount allowed by law;
- For an order that the landlord comply with the Act, regulation and/or the tenancy agreement; and
- For reimbursement for the filing fee.

The Applicant had submitted an amendment in relation to the rental unit address. This is reflected on the front page of this decision.

The Applicant and Respondent appeared at the hearing. The Witness was present for the hearing but did not identify herself and was not announced by the teleconference system and therefore her presence was not known until the end of the hearing. It was not necessary to hear from the Witness in the circumstances.

The Applicant had moved out of the rental unit. I explained that the issues raised in the Application were moot points in the circumstances. The Applicant indicated that he wanted his security deposit back and wanted reimbursement for being evicted without proper notice. I indicated to the Applicant that these requests are not included in the Application. I did note evidence relevant to these issues submitted by the Applicant. I proceeded with further preliminary issues.

I explained the hearing process to the parties who did not have questions when asked. The parties provided affirmed testimony.

Both parties had submitted evidence prior to the hearing. I addressed service of the hearing package and evidence.

I asked the parties about the tenancy agreement in this matter.

The Respondent testified that the rental unit is a room in a house and that she rents the whole house from the owner. She said she occasionally rents rooms in the house out and that she rented a room to the Applicant. The Respondent testified that she has a tenancy agreement with the owner of the house and is responsible for paying the entire rent amount to the owner, regardless of who is living at the rental unit. She said she rented the room to the Applicant on her own accord, not on behalf of the owner. She testified that there is no tenancy relationship between the Applicant and the owner of the house.

I gave the Applicant an opportunity to respond to the testimony of the Respondent. He testified that the Respondent rented the room to him as a landlord. He said he believes the Respondent owns the house but that he is not sure of this. The Applicant agreed he paid rent to the Respondent and that he had no tenancy relationship with anyone else in relation to the room. I asked the Applicant about the ownership issue further and he confirmed he is not aware if the Respondent owns the house. The Applicant confirmed that he did not submit any evidence about these issues.

The Respondent confirmed she did not submit any evidence about these issues other than a text message which she says shows the Applicant knew she did not own the house.

Section 1 of the *Residential Tenancy Act* (the “Act”) sets out the definition of “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;

[Emphasis added]

Policy Guideline 19 states as follows in relation to roommates:

Disputes between tenants and landlords regarding the issue of subletting may arise when the tenant has allowed a roommate to live with them in the rental unit. The tenant, who has a tenancy agreement with the landlord, remains in the rental unit, and rents out a room or space within the rental unit to a third party. However, unless the tenant is acting as agent on behalf of the landlord, if 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.

[Emphasis added]

I accept that the Respondent rents the house from the owner and that she is therefore a tenant in relation to the house. Although the Applicant did not agree with this, he said he did not know if the Respondent owned the house. The Respondent testified that she rented the room to the Applicant on her own accord, not on behalf of the owner. I did not understand the Applicant to dispute this. Regardless, I find the Respondent is in a better position to know this and I accept her testimony in this regard. I find the Respondent does not fit within the definition of “landlord” set out in section 1 of the *Act*.

Therefore, the *Act* does not apply to the relationship between the Applicant and Respondent and I have no jurisdiction to decide this matter. As stated in Policy Guideline 19, the Applicant was an occupant without rights or obligations under the *Act*.

Conclusion

The Respondent is not a “landlord” as that term is defined in section 1 of the *Act* and therefore I have no jurisdiction to decide 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 *Act*.

Dated: November 30, 2018

Residential Tenancy Branch